

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ➡		Rating DOA4	Page 1	of 93	Pages
2. Contract Number		3. Solicitation Number W56HZV-10-R-0042		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2010FEB25		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-AB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7)				

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

SOLICITATION

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2010APR26 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call: ➡	A. Name DEE KLAFT		B. Telephone (No Collect Calls)			C. E-mail Address DEE.KLAFT@US.ARMY.MIL
			Area Code (586)	Number 282-8817	Ext.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8) ➡	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number		15C. Check if Remittance Address is <input type="checkbox"/> Different From Above - Enter such Address In Schedule		17. Signature	18. Offer Date
Area Code	Number	Ext.			

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) ➡		Item
24. Administered By (If other than Item 7) Code			25. Payment Will Be Made By Code		
SCD PAS ADP PT					
26. Name of Contracting Officer (Type or Print)			27. United States Of America (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

Notwithstanding the designation on the cover page of this Request for Proposal (RFP), the GCV IFV TD phase contract will not be D0A4 rated and will have no rating until the a production phase is initiated.

Additionally, electronic submission of proposals, notwithstanding any such clauses to the contrary in this RFP, is not an acceptable form of proposal delivery. The specific direction for proposal delivery is located in Section L of this RFP.

EXECUTIVE SUMMARY
Ground Combat Vehicle (GCV) Technology Development (TD) Phase
SOLICITATION # W56HZV-10-R-0042

Additional Ground Combat Vehicle program (GCV) information is contained at the GCV webpage at <http://contracting.tacom.army.mil/majorsys/gcv/gcv.htm>

INTRODUCTION

Request for proposal W56HZV-10-R-0042 is hereby issued by the US Army TACOM Life Cycle Management Command (LCMC) for the Technology Development (TD) phase of the Ground Combat Vehicle program. The Ground Combat Vehicle (GCV) program is designed to develop the next generation Infantry Fighting Vehicle (IFV) for the United States Army making the program a key effort in Army modernization. The GCV IFV will have greater survivability, infantry carrying ability and lethality than current force vehicles.

The purpose of the TD phase is to integrate the appropriate set of requirements into a full system design and demonstrate Critical Technology Elements (CTE's) using test assets. Technology Development is an iterative process to develop a balanced design and refine user requirements.

TD Phase: This RFP addresses the Government's intent to award up to three (3) TD contracts covering a TD phase for efforts to be performed within 27 months. The Government desires to make up to three (3) awards utilizing a best value contracting strategy. The Government intends to award Cost Plus Fixed Fee (CPFF) contract(s) for this phase. Selection of the the offeror(s) for this phase will be based on the assessment of proposals submitted in response to this RFP and evaluated in accordance with Section M.

GCV PROGRAM INTENT

In accordance with the GCV Program Schedule (Attachment 008), the Government is seeking delivery of the first production vehicle 7 years from the date of award of the TD phase contract. In meeting the defined requirements in the production contract, this first production vehicle will be a balanced design that is based upon risk reduction and requirements refinement accomplished during the TD and EMD phases.

GCV PROGRAM PHASES

Engineering & Manufacturing Development(EMD) Phase: For the EMD phase, it is the Government's intent to limit competition to the TD phase contractors. However, this strategy would require approval for other than full and open competition. If not approved, the selection of the EMD phase contractor(s) will utilize full and open competition. Assuming that competition is limited to those contractors receiving TD phase contracts, a best value source selection will be held to select the EMD phase contractors. Detailed evaluation criteria for that source selection is anticipated to be available within the first year of the TD phase. While exceeding threshold criteria will have no bearing on the TD phase evaluation, proposed performance beyond threshold up to objective in the Performance Specification may be evaluated for the selection of the EMD contractors. It is the Governments intent to award up to two (2) EMD contracts to offerors that, based on a risk assessment, demonstrate a mature design that best balances requirements and costs, and is affordable. The data generated from the TD phase, including the Governments evaluation of the TD phase contractors preliminary design and testing of the contractor furnished test assets, will be evaluated as part of the risk assessment.

Production and Deployment Phase (P&D): The Government may award one (1) or more contracts for this phase. The Government intends to request separate pricing for up to a Level 3 Technical Data Package (TDP) to be evaluated as part of the award for P&D phase. It is anticipated that meeting delivery schedules and vehicle unit costs will be principal determining factors in P&D contract award.

CLASSIFIED INFORMATION

Classified Information Request Procedures: This RFP has a classified annex receipt of which is required to meaningfully respond to this RFP, SECRET being the highest classification. All classified material must be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M. The classified annex to the RFP will only be sent on electronic media (CD/DVD). As a result, an Information Systems clearance of at least SECRET will be required to view the Classified Annex to this RFP.

While only a SECRET clearance is required to receive the classified annex to this RFP, contract performance will require SECRET/Special Access Required (SAR) facility and Information System clearances.

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Requests for the classified portion of this RFP must be made by the Offeror's Facility Security Officer (FSO) via e-mail to DAMI_GCV@conus.army.mil

Any Classified material held by an Offeror not awarded a GCV TD phase contract shall be destroyed in accordance with NISPOM 30 days after award of the GCV TD contract, and destruction certification will be provided to the Contracting Officer.

The following information must be provided and must match the Offeror's information in the Industrial Security Facilities Database (ISFD):

- The Company Name and Classified Mailing Address (must match ISFD information)
- CAGE Code
- Name of Facility Security Officer (FSO) with Telephone Number(s), Datafax Number, and E-mail Address
- CAGE Code(s) and Address(es) of the Company Facility (Facilities) intended to participate in Proposal Preparation and Performance of the GCV Program where classified material will be utilized.

CONTROLLED UNCLASSIFIED INFORMATION

Controlled Unclassified Information(CUI)Request Procedures: This RFP contains CUI that will only be sent upon an approved request. Attachments 1 (Statement of Work), 2 (GCV IFV Performance Specification), 9 (DD-254), Exhibit A (Contract Data Requirements List) and Exhibit B (Government Furnished Information) fall into this category.

Any CUI material held by an Offeror not awarded a GCV TD phase contract shall be destroyed in accordance with the Controlled Unclassified Information document provided with the CUI information 30 days after award of the GCV TD contract, and destruction receipts certifying destruction will be provided to the Contracting Officer.

Certain attachments to the RFP have limited distribution and/or export controlled statements in accordance with DoD Directive, Distribution Statements on Technical Documents. The most restricted level of distribution on CUI is Distribution Statement F.

Offerors must also state in their request that the Offeror in possession of the documents will comply with the handling requirements of DoDD 5230.24, DoDD 5230.25, and Attachment 10 (Handling of Controlled Unclassified Information).

Requests for CUI documents must made to the Contract Specialist via e-mail at DAMI_GCV@conus.army.mil with the Subject [Name of Offeror Requests must completely address all information identified above incomplete requests will not be considered. The Government reserves the right to request additional information as required.

Requests for any CUI must clearly state:

- The Company Name and Mailing Address (must match CAGE code address) where the electronic media (CD/DVD) is to be sent
- CAGE Code
- Point of Contact (POC) with Telephone Number(s), Datafax Number, and E-mail Address
- CAGE Code(s) and Address(es) of the Company Facility (Facilities) intended to participate in Proposal Preparation and Performance of the GCV Program
- Certification of Proposal Preparation and Performance Facility (Facilities) identifying qualification in accordance with paragraph 3.2 of DoDD 5230.25, Withholding of Unclassified Technical Data from Public Disclosure for those companies that do not have a CAGE Code assigned.

Offerors approved to receive the CUI documents will receive e-mails from the Contract Specialist confirming approved status. Following approval, the Government will send, via postal mail or an overnight carrier (e.g. FedEx, USPS), the CUI information on a CD/DVD to the address provided in the request.

See Section L of this RFP for proposal submission instructions.

HIT AVOIDANCE SYSTEM

The GCV IFV has a requirement for Hit Avoidance System (HAS), the specific required performance of which may be viewed in the GCV IFV Performance Specification. The Army is funding the development of an Active Protection System (APS) which could be utilized as a major component of a HAS. The pertinent data from that development has been made available to offeror's via the release of the Manned Ground

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-10-R-0042 MOD/AMD</p>	<p align="right">Page 4 of 93</p>
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Name of Offeror or Contractor:

Vehicle (MGV) Body of Knowledge (BoK) on the Federal Business Opportunities website. Should an offeror select the Army APS solution as part of its HAS, that offeror would receive the pertinent data from the development effort. There will be no inherent advantage to the offeror if it selects the Army APS solution. Each solution will be evaluated on its own merits. It is the responsibility of the offeror to select the APS solution best suited for its design to meet the relevant requirements of the GCV IFV Performance Specification.

ARMOR RECIPE

The Army is funding the development of light weight high performance armors, the recipe of which may, at the discretion of the offeror, be utilized to provide the GCV protection levels required by the GCV IFV Performance Specification. For the GCV Program the Government/RDECOM is developing Base Level EFP armor, Level 1 kinetic armor for front, skirts and roof plus Level 1 EFP. Industry must develop all other armor required by the Base and Level 1 protection levels as defined in the GCV IFV Performance Specification (Attachment 002). Armor aerial densities and space claims may be found in the classified addendum to this RFP. As development continues, this information will be updated. Industry must engineer the final armor panels, close outs, mounting provisions and other requirements to meet the requirements of the Performance Specification. There will be no inherent advantage to the offeror if it selects the Army armor solution. Each solution will be evaluated on its own merits. It is the responsibility of the offeror to select the armor solutions best suited for their design to meet the relevant requirements of the GCV IFV Performance Specification.

CONTRACT FUNDING

This contract will be incrementally funded. The estimated funds for all contracts resulting from this RFP for FY 10 and FY 11 is as follows:

FY10: \$54M
FY11: \$600M

The Period of Performance for this contract will be for 27 months after contract award.

*** END OF NARRATIVE A0001 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	DEC/2009

****NOTE**** PLEASE SEE SECTION L FOR THE GCV SPECIFIC RFP SUBMISSION INSTRUCTIONS.*****

(a) All TACOM solicitations and awards are distributed on the TACOM-Warren Procurement Network (ProcNet) Business Opportunities website (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The Technical Data Packages (TDPs) and other documents, when available electronically, will be attachments or links to the solicitation package on ProcNet.

(b) You may need to use special software to view documents that we post on ProcNet. This viewing software is freeware, available for download at no cost from commercial websites like Microsoft and Adobe. In cases where such software is required, we provide a link from ProcNet to the commercial site where the software is available. Once you arrive at the software developer's site, follow its instructions to download the free viewer. You can then return to the ProcNet.

(c) Note to offerors:
Your attention is called to the solicitation closing date and time as stated on the cover page of this solicitation, local time for the TACOM Contracting Center, Warren, Michigan. In accordance with FAR 15.208(a), offerors are responsible for submitting proposals, and any revisions, and modifications, so as to be received by the Government office designated in the solicitation by the time specified.

It is the offeror's responsibility to assure their proposal is received by the date and time specified above. In accordance with FAR 15.208, if your proposal was not received at the initial point of entry to the Government infrastructure (in this case, received through ASFI) by the exact date and time specified above, it will be determined late. Proposal, as the term is used here, means ALL volumes and/or parts of the proposal.

Solicitations may remain posted on the AFSI Open Solicitation Web page after the solicitation closes. Even though the system will allow you to submit a proposal after the closing date/time, your proposal will be considered late and may not be considered for award. If you are responding to a Request for Proposal, your offer will not be considered if it is submitted after the closing date and time unless one of the exceptions is met at FAR 15.208(b). If you are responding to a Request for Quotation, your quote may be considered if it is received after the closing date, and it will not unduly delay award.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on ProcNet represent complete

Name of Offeror or Contractor:

OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend to submit an offer, notify the contracting officer in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help using ProcNet, call our Electronic Contracting Help Desk at (586) 282-7059, or send an email to DAMI_AcquisitionCenterWebPage@conus.army.mil. If you have questions about the content of any specific item posted on the ProcNet, please call the contract specialist or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center website at <http://www.dla.mil/db/procurem.htm> to find a location near you.

End of Provision

A-2	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006
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Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-3	52.214-4000	ACKNOWLEDGMENT OF AMENDMENTS	OCT/1993
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Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date below:

Amendment Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(End of Provision)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>GCV IFV TECHNOLOGY DEVELOPMENT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall accomplish the GCV IFV technology development tasks as specified in Section C, Statement of Work attachment 1.</p> <p>Est. Cost: \$XXX Fixed Fee: <u>\$XXX</u> Total Amount: \$XXX</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>SEE SECTION F</td></tr></table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	SEE SECTION F		SV		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	SEE SECTION F												
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A.</p> <p>While this CLIN is not Separately Priced, Offeror shall fill in Blocks 17 and 18 of each individual DD-1423-1 (Exhibit A)</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>									
0003	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>SECURITY CLASS: Unclassified</p>			\$ <u> ** NSP ** </u>	\$ <u> ** NSP ** </u>									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The contractor shall provide the information required by the Contract Clause entitled CONTRACT MANPOWER REPORTING (CMR), TACOM Clause 52.237-4000 as referenced in Section C of this solicitation.</p> <p>Unit Identification Code (UIC): TBD</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p>				

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B.1 Estimated Cost and Payment

- B.1.1 The ESTIMATED COST for performance of the work required under this contract is stated in Section B under CLIN 0001, which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF FUNDS.
- B.1.2 The contractor will be paid the fixed fee stated in Section B under CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.
- B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

*** END OF NARRATIVE B0001 ***

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

C-2 The Statement of Work is contained as Attachment 0001 to this RFP. The Performance Specification is contained as Attachment 0002 to the RFP.

*** END OF NARRATIVE C0001 ***

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SECTION D - PACKAGING AND MARKING

D.1 Packaging and Packing:

 All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 Marking:

 All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

D.3 DoDAAC:

 The Contractor shall apply, through the Contracting Officer, for a DoDAAC code 14 days after contract award.

*** END OF NARRATIVE D0001 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/VFFARA.HTM or http://farsite.hill.af.mil/VFDFARA.HTM or http://farsite.hill.af.mil/VFAFARA.HTM

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT	MAY/2001
E-2	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- ☐ ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system
- ☐ ISO 9001:2000 (untailored) or comparable quality system
- ☐ ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-3	(52.246-4009) (TACOM)	INSPECTION AND ACCEPTANCE POINTS: DESTINATION	FEB/1995
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Inspection and acceptance of supplies offered under this purchase order shall take place as specified here. Inspection: DESTINATION. Acceptance: DESTINATION.

[End of Clause]

E-4	52.246-4028 (TACOM)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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Name of Offeror or Contractor:

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT:

(Name)	(CAGE)		
(Address)	(City)	(State)	(Zip)

ACCEPTANCE POINT:

(Name)	(CAGE)		
(Address)	(City)	(State)	(Zip)

[End of Clause]

E-100 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS LIST (CDRL)

- (a) Definitions
- (1) "Delivery" refers to the act whereby the Contractor transmits to the Government Approving Official, generally by electronic means, an item of data required to be furnished to the Government. Items of delivered data are subject to inspection and acceptance by the Government as outlined in this clause.
- (2) "Inspection and acceptance" means a determination by a Government Approving Official whether a delivered item of data conforms to contractual requirements for form, format, timeliness, and content, as applicable. While inspection and although inspection of deliveries by the Government may be preceded by a collaborative process involving one or more IPTs, to include the "Team Leader" (representing the contractor) and "Team Leader-Gov" (a Government employee), the act of inspection and acceptance or rejection represents a Governmental determination, and is not a collaborative or shared process.
- (b) Documentation process. Unless otherwise specified with respect to an individual data deliverable, the GCV IFV TARDEC ACE workflow process will be used to document the delivery, inspection, and acceptance(approval) of data required to be furnished under this Contract.
- (c) Delivery process: unless otherwise specified in this contract with respect to individual data deliverables, documentation that an item of data has been delivered to the Government, and documentation of the resulting inspection and acceptance, will be by means of the TARDEC ACE workflow process.
- (1) Once a document or other item of data is formally submitted, the current state of the document will change to "DELIVERED" in TARDEC ACE.
- (2) Once a document or other item of data reaches the "DELIVERED" state, the government approval and acceptance period begins. Successful completion of the contractor requirement for a CDRL document submission is reached after the document or other item of data has been review, accepted, and approved by the appropriate Government Approval Official.
- (d) Approval Criteria:
- (1) After the delivery criterion has been achieved, the Contractor will notify the Government Approval Official, via the TARDEC ACE workflow process, that the deliverable is available for inspection and acceptance.
- (2) The Government Approval Official shall ordinarily have twenty (20) working days following notification of data delivery to inspect the data and either accept or reject the data.
- Provided, however, that in exceptional circumstances (because of the length or complexity of the particular item of data, or because of the Approval Official's absence from work for reasons such as a business trip, vacation, or illness), the Government Approval Official may notify the Contractor representative that additional review time is necessary. Such additional review time shall ordinarily not represent more than an additional ten working days.
- (3) In the event that an item of deliverable data is disapproved by the Government Approval Official, the official shall give notice to the Contractor of the basis for disapproval. In this event the Contractor will have up to 45 calendar days (unless the correct

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document is required sooner for reasons such as an upcoming Milestone Event), to correct and resubmit the document using the TARDEC ACE Approval Workflow Process.

(4) If the Government Approval Official takes no action (either approval or disapproval) on a CDRL document within the allotted time, pursuant to paragraph (d)(2), then the CDRL document will be deemed approved.

(e) General Principles for CDRLs Submission

(1) All changes to previously approved CDRL documents will be identified using change pages, change bars, bold italics, or some other identifiable marking process.

(2) "Clean-up" activities such as: minor format changes, points of contact changes, spelling errors, and pagination corrections will not require resubmission of the documents thru the TARDEC ACE Release and Approval Workflow. These "clean up" activities will be performed (i) before the CDRL document(s) is required at the subsequent Program Event or otherwise (ii) when the document is required for outside program or agency use.

(3) Submittal of deliverables will be via TARDEC ACE unless other specifically indicated on the CDRL. All deliverables will be properly marked with applicable use/disclosure restrictions in accordance with the terms of this Contract. Any markings asserting rights less than Government Purpose Rights (GPR) shall have had the required approvals from the PCO for these assertions prior to delivery.

*** END OF NARRATIVE E0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-7	252.211-7003	ITEM IDENTIFICATION AND VALUATION	AUG/2008

(a) Definitions. As used in this clause

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Governments unit acquisition cost" means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets

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Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

- (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more.
- (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line,
Subline, or
Exhibit Line Item Number Item Description

__0001__TBD__Any subsystem that is serialized or has value >\$5k

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number 001.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that

- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the

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following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall

(A) Determine whether to

- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Governments unit acquisition cost.

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(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

F-8	52.247-4009	DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY	AUG/2003
	(TACOM)		

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

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(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F.1 Period of Performance

F.1.1 All effort required under this contract shall be completed within twenty seven (27) months after contract award.

F.2 Delivery of Test Assets to Primary Test Site

F.2.1 All test assests will be delivered FOB Destination. The PCO will provide ship to delivery addresses 60 days prior to delivery.

F.2.2 Automotive Test Rig (ATR) shall be delivered to the Aberdeen Proving Grounds (APG) no later than 425 days after the award of the contract.

F.2.3 Indirect Vison Driving/Local Situational Awareness (SA) demonstrator shall be delivered to Yuma Proving Grounds (YPG) no later than 425 days after the award of the contract.

F.2.4 Mine Blast Test Asset shall be delivered to the Aberdeen Proving Grounds (APG) no later than 425 days after the award of the contract.

F.2.5 Hit Avoidance System shall be delivered to Redstone Test Center no later than 425 days after the award of the contract.

F.2.6 Non Lethal System Demonstrator shall be delivered to Aberdeen Proving Grounds (APG) no later than 425 days after the award of the contract.

F.3 Data Deliverables

F.3.1 Delivery of data set forth in the contract shall be in accordance with the Contract Data Requirements List, DD Form 1423. (Exhibit A).

F.3.2 The Embedded Prognostics study required by SOW C.17.11 shall be delivered via ACE NLT 60 Days prior to the Program Design Review (PDR).

F.3.3 The Logistics Data Management study required by SOW C.17.12 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.4 The Stowage/Packaging List required by SOW C.17.14 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.5 The Cross Country Mobility study required by SOW C.20.1.1 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.6 The Perryman 3/Munson Road Course study required by SOW C.20.1.2 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.7 The Dynamic Simulation Obstacle model required by SOW C.20.1.3 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.8 The Optical Sensor model results required by SOW C.20.3.1 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.9 The EO/IR sensor results required by SOW C.20.3.2 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.10 The technical drawings/data required by SOW C.20.4 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.11 The Survivability documentation required by SOW C.20.5 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.12 The Criticality Assesmentrequired by SOW C.20.5.2.3.1 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.13 The Signature Management study required by SOW C.20.5.4 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.14 The Soldier Survivability Mitigation Plans required by SOW C.20.5.5 shall be delivered via ACE NLT 60 Days prior to PDR.

F.3.15 The CBRN study required by SOW C.20.5.6 shall be delivered via ACE NLT 60 Days prior to PDR.

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F.3.16 The Meeting Minutes required by SOW C.3 shall be delivered via ACE within 5 business days of the conclusion of the applicable meeting.

F.3.17 The Affordability Assessment required by SOW C.4.5.1 shall be delivered via ACE no earlier than 180 days and no later than 200 days after contract award.

F.3.18 The Modeling and Simulation Test Results required by SOW C.7.2 shall be delivered no later than 630 days after contract award.

F.3.19 The Failure Definition and Scoring Criteria comments required by SOW C.18.6 shall be delivered no later than 200 days after contract award.

*** END OF NARRATIVE F0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016	COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: TBD
E-mail: TBD

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: TBD
E-mail: TBD

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of Clause]

G-100 CONTRACT ADMINISTRATION OFFICE

Any contract awarded from this RFP will be administered by the cognizant Defense Contract Management Agency (DCMA) field office.

*** END OF NARRATIVE G0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

Regulatory Cite	Title	Date
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H-1	252.222-7999	ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION 2010-00004)	FEB/2010
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(a) Definitions.

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/CFDATA/AWARDS/AWARD_RPT01.cfm
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwardsDPD.cfm>
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they

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will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: DAMI_acqcenweb@conus.army.mil or by calling (586) 282-7059.

H-3	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-100 PURCHASE OF PROHIBITED MATERIALS

Unless an explicit waiver is granted by the Contracting Officer utilizing the procedure outlined in the Programmatic Environment, Safety and Occupational Health Evaluation (PESHE) (Section J, Attachment 003)the purchase of prohibited material, as defined by the PESHE, is not an allowable cost under the Contract that will result from this solicitation.

*** END OF NARRATIVE H0001 ***

H-101 USE OF COMPREHENSIVE SUBCONTRACTING PLAN AND GCV IFV - INTERNAL SUBCONTRACT REPORTING

Major subcontractor, for the purpose of this special provision is any estimated to perform \$20M or more in business over the period of performance of this contract.

(a) In addition to complying with the requirements in DFARS 252.219-7004, the Contractor shall report subcontracting participation through and including the 3rd tier of its major tier-one subcontractor large business subcontracts. In order to accomplish this, the Contractor will provide a summary of its subcontracting participation through and including the 3rd tier of its major tier-one subcontractor large business subcontracts (i) on an annual basis included in the program review, as well as (ii) at the completion of the contract. Dollars reported as small business subcontract awards will only be counted once. Contractor format is acceptable. Direct the reports electronically to the following addressees:

- PEO Integration (PEO I), Director of Acquisition,
- the Procuring Contracting Officer (PCO); and
- the Administrative Contracting Officer (ACO)

(b) For internal reporting purposes, the small business goals for the GCV IFV Technology Development phase are set forth below. The Contractor shall endeavor to support these goals.

% of Total

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Contract Dollars

Small Business	20%
Small Disadvantaged Business	2%
Woman Owned Small Business	2%
Historically Underutilized Business Zone Small Business	1.3%
Veteran Owned Small Business	1.3%
Service Disabled Veteran Owned Small Business	1.3%

Note: These goals are based on total small business subcontracting dollars through and including the third tier of subcontracts.

(c) The Contractor shall (i) flow-down subcontracting requirements appropriate to achieve the reporting requirements of this clause to all first-tier subcontracts with small businesses, and shall (ii) require such major tier-one large business partners in turn to flow these requirements to all of their subcontracts with large business concerns (second-tier subcontracts), in such a way that these subcontractors, in turn, shall (iii) flow the requirements down to all of their subcontracts with large business concerns (third-tier subcontracts). Each subcontract tier below tier 0 shall direct their reports to the next higher tier for consolidation and roll-up. Flowdown of the clause below the third tier is not required.

*** END OF NARRATIVE H0002 ***

H-102 ADDITIONAL PROGRAM PROTECTION REQUIREMENTS

The following incidents and situations will be reported to the Facility Security Officer, the nearest military CI office, the Federal Bureau of Investigation, and the Defense Security Service as required by DoD 5220.22-M, National Industrial Security Program Operating Manual. If the U.S. Army CI office is not readily available, the FSO or representative security individual will report the information to the program Government Security Office, which will ensure that reports are relayed, within 24 hours, IAW AR 381-12, Subversion and Espionage Directed Against the U.S. Army (SAEDA), to U.S. Army CI:

- a. Attempts by unauthorized persons to obtain classified or unclassified information concerning U.S. Army facilities, activities, personnel, technology, or material through questioning, elicitation, trickery, bribery, threats, coercion, blackmail, photography, observation, collection of documents or material, correspondence, or computer hacking.
- b. Known, suspected, or contemplated acts of espionage.
- c. Contacts with persons whom they know or suspect to be members of or associated with foreign intelligence, security, or terrorist organizations. These do not include contacts as a part of official duties.
- d. Contacts with any official or other citizen of a foreign country when that person
 - (1) Exhibits excessive knowledge or undue interest about the employee or his duties.
 - (2) Exhibits undue interest in U.S. technology; research, development, testing, and evaluation efforts; weapons systems; or scientific information.
 - (3) Attempts to obtain classified or unclassified information.
 - (4) Attempts to place employee under obligation through special treatment, favors, gifts, money, or other means.
 - (5) Attempts to establish any type of business relationship that is outside the range of normal official duties.
- e. All incidents in which employees or their family members traveling to or through foreign countries are
 - (1) Subjected to questions regarding their duties.
 - (2) Requested to provide military information.
 - (3) Threatened, coerced, or pressured in any way to cooperate with a foreign intelligence service or foreign government official.
 - (4) Offered assistance in gaining access to people or locations not routinely afforded Americans.
 - (5) Contacted by foreign government law enforcement, security, or intelligence officials.
- f. Information concerning any international or domestic terrorist activity or sabotage that poses an actual or potential threat to Army or other U.S. facilities, activities, personnel, or resources.
- g. Any known or suspected illegal diversion or attempted illegal diversion of U.S. technology to a foreign country.
- h. Active attempts to encourage employees to violate laws, disobey lawful orders or regulations, or disrupt military activities (subversion).
- i. Known or suspected acts of treason.

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- j. Participation in activities advocating or teaching the overthrow of the United States by force or violence or seeking to alter the form of Government by unconstitutional means (sedition).
- k. Known, suspected, or attempted intrusions into classified or unclassified information systems by unauthorized users or by authorized users attempting to gain unauthorized access. (See CUI Attachment for further definitions and instructions.)
- l. Any situation involving coercion, influence, or pressure brought to bear on employees through family members residing in foreign countries.

*** END OF NARRATIVE H0004 ***

H-103 Organizational Conflict of Interest (OCOI)

- H.1.1 The Contractor and its subcontractors, consultants, parents, subsidiaries, joint ventures, or other business affiliates of any tier may be excluded from performing under this GCV contract if the Contracting Officer finds an organizational conflict of interest due to bias or unfair competitive advantage. A similar provision is expected to apply to follow-on GCV solicitations and contracts. Exceptions may be granted by modification to the contract for relationships where the Government agrees that either 1) the potential for bias or unfair competitive advantage is essentially non-existent, 2) a means of controlling the relationship to effectively neutralize the potential conflict can be reached, or 3) there is no way to perform the Governments requirements without such potential. This restriction begins on the date of award of this contract or any subcontract or other relationship hereunder and expires on the completion of the contract/subcontract.
- H.1.2 The Contractor shall flow down this provision in any subcontracts or other related instruments (of all tiers). The Contractor shall monitor activities of itself and subcontractors and related entities, and promptly disclose any actual or potential OCOI and any actions taken or proposed to negate or mitigate such conflicts.
- H.1.3 Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

*** END OF NARRATIVE H0005 ***

H-104 EARNED VALUE MANAGEMENT

- a) To ensure EVMS outputs are realistic and able to support proactive decision making at all levels of management throughout the Program, the Army will implement an Earned Value Management oversight process that includes Integrated Baseline Reviews (IBRs), as described in SOW Section C.4.3.2, and Baseline Quality Reviews (BQRs).

BQRs BQRs are designed to function as an extension of the IBR and will be conducted as deemed necessary by the Government throughout the Contracts Period-of- Performance. A BQR is designed to ensure continued integrity of the baseline due to: 1) continued technical baseline reviews of program areas significantly impacted by major modifications, internal changes, rolling wave planning and funding impacts, 2) understanding the design and application of specific management control processes, and 3) evaluation of baseline changes for appropriateness, timeliness, adequate resourcing and baseline incorporation and 4) address and resolve concerns regarding the quality of all performance measurement information (prime and subcontractor level).
- b) Sub-Contract Implementation:
 - (1) The contractor shall ensure DFARS Clause 252.234-7002 has been flowed down to all subcontracts, regardless of tier, and valued greater than \$20m. The Contractor shall provide the Army a list of subcontractors greater than \$20M, showing Purchase Order Value, tier level, scope of work being performed and if their Earned Value Management System (EVMS) complies with the guidelines of ANSI/EIA-748 and has been certified by DCMA. For cost and schedule performance reporting, these subcontractors will use a Cost Performance Report and Integrated Master Schedule.
 - (2) Comprehensive earned value management requirements will not be required on cost type subcontracts less than \$20M. Based on risk and using the Prime Contractors EVMS as guidance, planning and control of these suppliers will conform to the fundamental concepts of a mainstream integrated planning and control process. That is:
 - a. Cost, schedule and technical requirements shall be fully integrated, yielding a time-phased performance measurement baseline suitable for objectively assessing accomplishment at the level where work is performed.
 - b. Routinely, all appropriate levels of management should be involved in identifying and addressing deviations from the plan; determining impacts, corrective actions and forecasting costs of future requirements.

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c. The baseline should be kept current such that it continues to function as an adequate management frame-of-reference and represents the current authorized scope of work.

d. Cost and schedule reporting should be based upon risk and suitable for the type of effort being performed. If a risk based decision is made to implement full EVMS requirements, the expectation shall be consistent with those described in DFARS Clause 252.234-7002.

(3) All subcontractor reports shall be furnished to the responsible contractor for integration into the applicable higher tier report. The contractor shall ensure that subcontractor CPRs are made available to the Government upon request. The contractor shall ensure that all data is properly integrated, shall review and analyze subcontractor earned value reports, and shall take appropriate corrective actions when concerns are identified regarding the data quality or perceived inconsistencies in the application of specific management control processes.

(4) The Contractor shall implement a pro-active subcontract management oversight process utilizing internal defined management approaches consistent with their compliant EVMS. The PM shall be advised of any IBRs or EVM Reviews being performed on tiered subcontractors and invited to participate.

*** END OF NARRATIVE H0006 ***

H-105 CAPABILITY MATURITY MODEL INTEGRATED

Any costs relating to certification at any CMMI Level are not allowable as direct charges to this contract.

*** END OF NARRATIVE H0007 ***

H-106 TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION

(a) Technical data, computer software, and computer software documentation delivered to the Government will have unlimited rights if such data was developed with Government funds (not accomplished at any Contractor expense). This is in accordance with Section I clauses, DFARS 252.227-7013, and DFARS 252.227-7014. It is the Governments intent to require the same for follow-on contracts.

(b) Technical data, computer software, and computer software documentation delivered to the Government will have Government Purpose Rights (GPR) if such data, software, and documentation was developed with a mix of Government funds and Contractor expense. This is in accordance with Section I clauses, DFARS 252.227-7013, and DFARS 252.227-7014. It is the Governments intent to require the same for follow-on contracts.

(c) Any technical data, computer software, and computer software documentation delivered to the Government with less than unlimited rights must be justified to qualify for such rights with sufficient evidence provided to the Government. The Government will notify the Contractor if the evidence is accepted as adequate and the data rights are allowed to stand, otherwise, the Government reserves the right to challenge the asserted rights restriction as unjustified in accordance with DFARS clauses DFARS 252.227-7019 and 252.227-7037. Also, if the less than GPR is allowed to stand, the Government reserves the right to challenge the Contractor to find alternatives to eliminate any restrictive rights. It is the Governments intent to require the same for follow-on contracts.

(d) The Contractor shall include the clauses in paragraphs (a), (b), and (c) above in all subcontracts regardless of tier, including Contractor business units, where subcontractors will be furnishing data, software, or software documentation to be provided to the Government in the performance of this Contract. The Contractor will not obtain rights in the subcontractors data, software, or software documentation as part of the consideration for awarding the subcontract. It is the Governments intent to require the same for follow-on contracts.

*** END OF NARRATIVE H0008 ***

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC/2008
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-12	52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR/2008
I-13	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP/2007
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-15	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-16	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-17	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	MAR/2009
I-18	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-19	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-20	52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-21	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-24	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-25	52.216-8	FIXED FEE	MAR/1997
I-26	52.216-12	COST-SHARING CONTRACT--NO FEE	APR/1984
I-27	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008) -- ALTERNATE II (OCT 2001)	OCT/2001
I-28	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-29	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	AUG/2009
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-34	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-37	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-38	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-40	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-41	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-42	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-43	52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)	APR/1984
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-45	52.227-3	PATENT INDEMNITY	APR/1984
I-46	52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER	DEC/2007

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I-47	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-48	52.230-2	COST ACCOUNTING STANDARDS	OCT/2008
I-49	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR/2008
I-50	52.232-1	PAYMENTS	APR/1984
I-51	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-52	52.232-11	EXTRAS	APR/1984
I-53	52.232-17	INTEREST	OCT/2008
I-54	52.232-22	LIMITATION OF FUNDS	APR/1984
I-55	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-56	52.232-25	PROMPT PAYMENT	OCT/2008
I-57	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-58	52.233-1	DISPUTES	JUL/2002
I-59	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-60	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-61	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-62	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-63	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-64	52.242-13	BANKRUPTCY	JUL/1995
I-65	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE V (APR 1984)	APR/1984
I-66	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-67	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-68	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2009
I-69	52.245-9	USE AND CHARGES	JUN/2007
I-70	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-71	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-72	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-73	52.248-1	VALUE ENGINEERING	FEB/2000
I-74	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-75	52.249-14	EXCUSABLE DELAYS	APR/1984
I-76	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-77	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-78	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	JAN/2009
I-79	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-80	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-81	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-82	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-83	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-84	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-85	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-86	252.204-7009	REQUIREMENTS REGARDING POTENTIAL ACCESS TO EXPORT-CONTROLLED ITEMS	JUL/2008
I-87	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-88	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-89	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
I-90	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-91	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-92	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-93	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-94	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	MAY/2007
I-95	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-96	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2008
I-97	252.225-7013	DUTY-FREE ENTRY	DEC/2009
I-98	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-99	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-100	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
I-101	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-102	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-103	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995

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I-104	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	JUN/1995
I-105	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	NOV/1995
I-106	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-107	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-108	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-109	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-110	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-111	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-112	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-113	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-114	252.227-7038	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	DEC/2007
I-115	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-116	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-117	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-118	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
I-119	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-120	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-121	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-122	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-123	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	AUG/2009
I-124	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2008
I-125	252.246-7001	WARRANTY OF DATA	DEC/1991
I-126	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-127	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/2006
I-128	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC/2007

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Inspector General
ATTN: Defense Hotline
400 Army Navy Drive
Washington DC 22202-2884

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract

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- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

I-129 52.216-7 ALLOWABLE COST AND PAYMENT DEC/2002

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 5th working day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

- (1) In accordance with the terms and conditions of a subcontract or invoice; and
- (2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;
- (B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

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(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

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(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-130 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

- (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or
- (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

- (1) Be submitted in writing;

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(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

I-131 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of TBD, or from which the Contractor or any subcontractor under this contract is exempt under the laws of TBD, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of Clause)

I-132 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

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(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractors estimate of the time by which the Government must respond to the Contractors notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractors notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractors cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractors failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

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Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: NONE

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractors cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is

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not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None

I-134	52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	FEB/2006
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(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to

Contracting Officer, Ground Combat Vehicle
CCTA-AB, MS 515
6501 E. Eleven Mile Rd.
Warren, MI 48397-5000

(End of Clause)

I-135	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
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(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
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TBD-May be required based upon testing requirements or offeror's design.

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices

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of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier?

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

I-136 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM APR/2008

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (a) of this clause.

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

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(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$20,000,000 or more, the following subcontractors shall comply with the requirements of this clause:

TBD

(2) For subcontracts valued at less than \$20,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause:

TBD

(End of clause)

I-137 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the US Army TACOM Contracting Center under Contract No. TBD.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the US Army TACOM Contracting Center.

(End of clause)

I-138 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES DEC/1991

(a) Definitions. As used in this clause

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: all contractor locations where GCV information is to be processed, stored, or handled.

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from the National Institute of Standards and Technology (<http://www.nist.gov/index.html>), and/or the National Security Agency. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with Telecommunications Security Group Standards (<http://www.cnss.gov/index.html>) and/or National Security Agency Standards, or as stated in DoD 5220.22-M, National Industrial Security Program Operating Manual, NSA/CSS Policy Manual 3-16, Control of Communications Security (COMSEC) Material.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

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(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

I-139 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-140 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2009-00009) MAY/2004

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"

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(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that it meets the criteria consistent with 13 CFR 124.1002--

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States, the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(2) Where the concern is owned by one or more individuals, and each individual represents that their net worth does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I-141 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

(a) Definitions. As used in this clause--

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-142 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in

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paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-143 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

I-144 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III DEC/1994

(a) Definitions. Title III industrial resource means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093).

Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

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- (b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.
- (c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.
- (d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.
- (e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

I-145 52.245-1 GOVERNMENT PROPERTY (DEVIATION -- DARS TRACKING # 2007-00012) JUN/2007

(a) Definitions. As used in this clause

- Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.
- Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.
- Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.
- Contractor inventory means
- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
- (2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
- (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.
- Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of
- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

- Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.
- Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.
- Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.
- Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.
- Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.
- Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or

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items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing personal property.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise

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disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an as-is condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

- (3)(i) The Contracting Officer may by written notice, at any time
- (A) Increase or decrease the amount of Government-furnished property under this contract;
 - (B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or
 - (C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as Government property), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract

- (A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (B) Title to all other material shall pass to and vest in the Government upon
 - (1) Issuance of the material for use in contract performance;
 - (2) Commencement of processing of the material or its use in contract performance; or
 - (3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

- (ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon
 - (A) Issuance of the property for use in contract performance;
 - (B) Commencement of processing of the property for use in contract performance; or
 - (C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as Government property), are subject to the provisions of this clause.

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(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

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(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

- (B) Such reports shall, at a minimum, contain the following information:
- (1) Date of incident (if known).
 - (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
 - (3) Quantity.
 - (4) Unique Item Identifier (if available).
 - (5) Accountable Contract number.
 - (6) A statement indicating current or future need.
 - (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
 - (8) All known interests in commingled property of which the Government property is a part.
 - (9) Cause and corrective action taken or to be taken to prevent recurrence.
 - (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
 - (11) Copies of all supporting documentation.
 - (12) Last known location.
 - (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is

- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
- (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
- (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

- (viii) Utilizing Government property.
- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
 - (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all

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property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

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- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.
- (j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.
 - (1) Scrap to which the Government has obtained title under paragraph (e) of this clause.
 - (i) Contractor with an approved scrap procedure.
 - (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.
 - (B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that
 - (1) Requires demilitarization;
 - (2) Is a classified item;
 - (3) Is generated from classified items;
 - (4) Contains hazardous materials or hazardous wastes;
 - (5) Contains precious metals; or
 - (6) Is dangerous to the public health, safety, or welfare.
 - (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.
 - (2) Predisposal requirements.
 - (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority
 - (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
 - (B) May purchase the property at the acquisition cost; or
 - (C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
 - (ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.
- (3) Inventory disposal schedules.
 - (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify
 - (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;
 - (B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and
 - (C) Termination inventory.
 - (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the

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Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
- (E) Precious metals;
- (F) Mononuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may

- (i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
- (ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases,

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the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words Government and Government-furnished (wherever they appear in this clause) shall be construed as United States Government and United States Government-furnished, respectively.

(End of clause)

I-146 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

(End of Clause)

I-147 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-148 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at

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http://guidebook.dcmamil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
 - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

I-149 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS (DEVIATION -- #2008- FEB/2009
00008)

This clause supplements either FAR clause 52.219-9 Small Business Subcontracting Plan, or clause 52.219-9 Small Business Subcontracting Plan (DEVIATION), whichever of those two clauses is included in this contract.

(a) Definitions.

Historically black colleges and universities, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term small disadvantaged business, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

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(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractors small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit certain reports as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the ACO administering the contract unless contract administration has been delegated to the Defense Contract Management Agency (DCMA). If DCMA is administering the contract, submit the ISR to the Contracting Officer of the procuring contracting office. If no ACO has been assigned, submit the ISR to the Contracting Officer of the procuring contracting office.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency listed below that administers the majority of the Contractors individual subcontracting plans:

(A) Department of the Army
 (B) Department of the Navy
 (C) Department of the Air Force
 (D) Defense Advance Research Projects Agency
 (E) Defense Contract Management Agency
 (F) Defense Commissary Agency
 (G) Defense Finance and Accounting Service
 (H) Defense Information System Agency
 (I) Defense Logistics Agency
 (J) Defense Media Center
 (K) Defense Micro Electronics Activity
 (L) Department of Defense Education Activity
 (M) Defense Security Cooperation Agency
 (N) Defense Security Service
 (O) Defense Threat Reduction Agency
 (P) Missile Defense Agency
 (Q) Tricare Management Agency
 (R) United States Special Operations Command
 (S) United States Transportation Command
 (T) Uniformed Services University of the Health Sciences
 (U) Washington Headquarters Services

(2) For DoD, the authority to acknowledge or reject certain reports is as follows:

(i) The authority to acknowledge or reject the ISR resides with the ACO or the Contracting Officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractors individual subcontracting plans.

(iii) The authority to acknowledge or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the Component SSR Coordinator who acknowledges or rejects the SSR.

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(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge or reject this report in eSRS resides with the contracting officer who acknowledges or rejects the ISR.

(End of Clause)

I-150 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-151 52.203-5000 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT JAN/2009
(ACC)

FAR 52.203-13(b)(3)(i), also included in Section I of this document, requires submission of certain information to the "agency Office of the Inspector General (OIG)". Within the Department of Defense (DoD), the designated agency Office of the Inspector General (OIG) is the DoD OIG at the following address:

Office of the Inspector General
United States Department of Defense
Investigative Policy and Oversight
Contractor Disclosure Program
400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704
Toll Free Telephone: 866-429-8011

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(End of Clause)

I-152 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-153 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

I-154 52.239-4000 PROCESSING SENSITIVE AND HIGHLY SENSITIVE DATA JUN/1988
(TACOM)

(a) Definitions.

(1) FOR OFFICIAL USE ONLY (FOUO): Applies only to unclassified information, records, and other material which have been determined to require protection from disclosure to the general public, and which for a significant reason should not be given general circulation.

(2) Automatic Data Processing (ADP) assigned sensitivity levels apply to the facility or individual computer equipment and are based on the sensitivity of the information processed. The sensitivity levels are as follows.

(i) HIGHLY SENSITIVE: Applicable to any facility or computer that processes Privacy Act and For Official Use Only

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(FOUO) information.

(ii) SENSITIVE: Applicable to any facility or computer that processes data relating to asset or resource, proprietary or contractual information.

(3) FACILITY SECURITY PROFILE: Describes the physical facility, equipment components, their locations and relationships, general operating information, and other characteristics relevant to the security of the facility and its operations.

(4) RISK MANAGEMENT ASSESSMENT: A written assessment by Contractor personnel in effect to achieve safeguards against deliberate unauthorized manipulation, use or disclosure of information.

(5) ACCREDITATION: A Government process which uses the risk management assessment to determine that highly sensitive and sensitive information can be processed within the bounds of acceptable risk. An Accreditation Package is assembled by the Contractor and contains the Facility Security Profile, appointment letters for the Automatic Data Processing System Security Officer (ADPSSO) and the Terminal Area Security Officer (TASO), the Risk Management Program Automation Risk Analysis Survey, the Continuity of Operations Plan, the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) for use with privately owned computers (if required).

(6) AUTOMATIC DATA PROCESSING SYSTEM SECURITY OFFICER (ADPSSO): Contractor appointed representative for each ADP system, project, activity, or site whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(7) TERMINAL AREA SECURITY OFFICER (TASO): Contractor appointed representative for each remote terminal whose duties are outlined in Army Regulation 380-380 and Army Materiel Command Supplement 1 to Army Regulation 380-380.

(b) Sensitivity Levels.

(1) For this contract, the sensitivity levels are as follows.

The Facility - Highly Sensitive

Sensitive

(2) The requirements of this clause also apply to additional facilities or computers that begin to process highly sensitive or sensitive information during the term of this contract.

(c) The Contractor shall establish and maintain a Standard Practice Procedure (SPP) to describe the procedures put in place to ensure security for the equipment which contains highly sensitive or sensitive data. The purpose of the SPP is to secure the data processing system and resources according to assigned sensitivity level of the facility and the data processed according to the following requirements.

(1) Access Controls. Physical security must be provided through an in-depth application of barriers to include surveillance (human or electronic), limited access, and accountability. Only authorized persons shall be permitted entry into the computer area and supporting offices. The Contractor's SPP shall include a description of all measures the Contractor will take during the term of this contract to control access to data-processing areas by all personnel, to include custodial personnel, and all visitors to the facility.

(2) Facility Security. The Contractor ADPSSO will review the Facility Security Profile and notify the TACOM System Security Manager (ATTN: AMSTA-SC) of any discrepancies. Because of the information contained in the Profile, the Contractor will handle it as 'For Official Use Only' (FOUO). If after discussions between the ADPSSO and the TACOM System Security Manager a determination is made to change the Profile, the TACOM System Security Manager has the authority to permit the ADPSSO to make the change. The Facility Security Profile will become part of the Accreditation Package.

(3) Security of Remote Terminals. The Contractor's SPP shall include a description of the safeguards and procedures to be applied to (i) all remote terminals located in the ADP facility, and (ii) all hardcopy outputs produced by highly sensitive or sensitive systems that are covered by the terms of this contract. With respect to remote terminals, the Contractor's SPP shall also address the methodology by which such terminals will be rendered unable to access any highly sensitive or sensitive systems during nonduty hours.

(4) Personnel Security.

(i) The prospective employee will fill out a DD Form 398-2, 'Personal Security Questionnaire--National Agency Check.' After the form is completed, it will be handled as 'For Official Use Only' (FOUO). The Contractor ADPSSO will check the form for correctness and then annotate the DD Form 398-2 with the following authority: 'Memorandum, Office of the Under Secretary of Defense (Policy), Director of Security Plans and Programs, 16 Aug 82, subject: Personnel Security Investigations for Contractors.' The form will be forwarded to the TACOM System Security Manager (ATTN: AMSTA-SC) through the Government Security personnel assigned security administration on this contract.

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- (ii) The TACOM System Security Manager will forward the DD Form 398-2 to Defense Investigative Services (DIS) for screening. DIS will recommend selection or non-selection of the potential employee. If DIS recommends non-selection, the potential employee cannot be assigned to ADP sensitive positions which are defined by the TACOM System Security Manager. When the screening is complete, a copy will be returned to the TACOM System Security Manager and a copy forwarded to the Contractor ADP System Security Officer for retention in the employee's file.
- (iii) Incumbent employees referred to in the remainder of this section is/are the Contractor's employees.
- (iv) Incumbent employees must have a DD Form 398-2 on file in their personnel file. If there is not one on file, the screening process listed above must be initiated and completed within 60 days of the date of this contract.
- (v) After weighing all of the pertinent factors to include those factors listed in Army Regulation 604-5, Appendix I, the Contractor is the person who is responsible to make the determination to remove an incumbent employee from ADP sensitive duties effective immediately. The Contractor ADPSSO will then counsel the individual as to the reasons for disqualification. A written notification will be initiated by the ADPSSO and provided to the disqualified incumbent within 10 days of removal. The notification will provide information concerning reasons for disqualification, appeal procedures, and a form statement for signature of the disqualified incumbent indicating only that the reasons for the disqualification are fully understood. The incumbent may appeal the disqualification within 20 workdays of the written notification. Appeals will be in writing to the ADPSSO and will specifically deny or explain the accusations. The TACOM System Security Manager will receive copies of the disqualification information and appeal from the ADPSSO. Within 20 working days of the receipt of the appeal, the ADPSSO will issue written response to the disqualified incumbent either accepting the appeal and reinstating the individual or sustaining the disqualification. If disqualification is sustained, a written statement will be prepared by the ADPSSO and submitted to the TACOM System Security Manager with a copy included in the employee file.
- (vi) Contractor supervisors of employees assigned to highly sensitive or sensitive positions will maintain day-to-day observation of individuals. Annually, Contractor supervision will verify, in writing, that employees working for them are qualified for retention. This verification will be accomplished by review of the employee's personnel file. The verification will be included in the employee file and a copy sent to the TACOM System Security Manager.
- (5) System Passwords. All systems will have a method of identifying authorized users, accomplished through the use of user identification or passwords. Passwords will be randomly generated and assigned by the ADPSSO. Passwords shall be changed annually. As well, passwords will be retired within one work day when an employee having a password retires, transfers, resigns, or is discharged. The Contractor will treat all employee passwords, including logs, registers, and data concerning them, as FOUO. The Contractor will also ensure that passwords, when entered into computer systems by employees, are suppressed from appearing on terminal display screens and hardcopy output.
- (6) Audit and Evaluation. The Contractor shall develop and implement accounting and auditing systems in order to monitor and review the operation of all systems covered by this contract. Such accounting and auditing systems shall be designated to detect actual and potential abuses. These systems shall contain automated and, at the Contractor's option, supplementary manual features as needed in order to provide the coverage outlined below.
- (i) SYSTEM ACCOUNTING: Procedures used to monitor the system security based on type of operation and degree of sensitive material handled. Examples are:
- (A) Job Accounting (ensures that programs perform only authorized functions).
 - (B) Resource Accounting (provides for the use of resources).
 - (C) Customer Accounting (identifies and records data requests from Government and Contractor employees).
- (ii) AUDIT TRAIL: Describes manual and automated rosters and logs. Examples are:
- (A) System User Roster (lists personnel authorized access to the system).
 - (B) Visitor Log (lists escorted visitors).
 - (C) Support Access Log (lists personnel who need to enter the computer area but do not need to be escorted, i.e. maintenance personnel appropriately cleared through the ADPSSO to perform necessary functions).
- (iii) INTERNAL AUDITS: Initiates checks to computer access and interaction of the system. Examples are:
- (A) System Access Log (identifies entry to the system with name, data and time).

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(B) File Usage Log (lists opening and closing files).

(C) Transmission Log (identifies terminal receiving requests and files).

(D) Storage Log (records memory assigned).

(E) Suspected Violation Log (records type of violations with date, time and terminal number).

(7) Contingency Planning.

(i) The Contractor will develop a Continuity of Operations Plan to ensure the availability of copies of files, documentation, and materials essential for recovery of operations under emergency or extraordinary conditions. Copies of files (software) will be designated as backup files. Backup files will be generated daily by Contractor personnel and placed in secure storage provided by the Contractor accessible by a minimum of two authorized Contractor personnel. Authorized Contractor personnel will maintain the backup files for 30 days at which time data which is no longer necessary will be eliminated. The following are examples of subplans which must be reflected in the Contractor's Continuity of Operations Plan.

(A) Plans which will lessen the adverse effects of the emergency or extraordinary condition such as
(i) a major fire in the computer room, (ii) a complete power failure in the middle of daily processing, (iii) a wholesale equipment failure, (iv) a major breach of security, or (v) entry into a state of mobilization by the U.S. Government.

(B) Actions to be taken immediately after the emergency or extraordinary condition.

(C) Plans necessary to recover and return to normal operations.

(ii) The Continuity of Operations Plan will become part of the Accreditation Package.

(8) Risk Management Assessment. Risk management assessment will be conducted on all automated systems regardless of sensitivity designation. The Risk Management Program Automation Risk Analysis Survey will be filled in by the ADPSSO and submitted to the TACOM System Security Manager (ATTN: AMSTA-SC). The completed survey must be submitted to the TACOM System Security Manager by the ADPSSO (i) 30 days after the start of the contract, (ii) when new hardware, a new operating system, or a change in physical structure of the facility is activated, (iii) when no record of prior risk analysis exists, or (iv) every three years, whichever applies. The information in the survey will be designated FOUO. The Risk Management Assessment will become part of the Accreditation Package.

(9) Accreditation Process. The accreditation process will be accomplished by the TACOM System Security Manager (ATTN: AMSTA-SC). The process will review the operations and verify that information can be processed as required by the level of sensitivity and analyze the effect compromise would have on the information contained in the system. The documents used to do the accreditation are (i) the Facility Security Profile, (ii) the appointment letter for the ADPSSO, (iii) the appointment letter for the TASO (if appropriate), (iv) the Risk Management Program Automation Risk Analysis Survey, (v) the Continuity of Operations Plan, (vi) the Standard Practice Procedure (SPP), and the Memorandum of Understanding (MOU) concerning the use of personal computers, if necessary. The accreditation process will take place as (i) initial accreditation when the contract is awarded, (ii) reaccreditation for replacement of a major system, increase in sensitivity, breach of security, or significant physical change, or (iii) accreditation review every two years to include a physical inspection, reevaluation of current sensitivity level, and effectiveness of the current accreditation plan. An accreditation statement will be issued through the TACOM System Security Manager within 30 days of the completion of the appropriate accreditation process.

(10) Security Incidents.

(i) Suspected or actual security violations will be initially reported to the Contractor's ADPSSO who in turn will report it, in writing, to the TACOM System Security Manager (ATTN: AMSTA-SC) within five work days. Examples of violations to be reported are:

(A) Unexplainable output received at a terminal.

(B) Abnormal system response.

(C) Inconsistent or incomplete security marking.

(D) Unattended terminal device signed on.

(E) Unsuccessful attempts to log on from remote terminals.

(F) Extraneous data on computer print outs.

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(ii) In cases of suspected or confirmed security violations, information included in the initial report will be (i) location, (ii) system concerned, and (iii) description of the violation. Within two months, the Contractor ADPSSO will submit, in writing, a final report on the violation to the TACOM System Security Manager. The final report will include a determination whether the breach was actual or illusory and a summary of corrective action taken to preclude recurrence.

(11) Automation Security Training.

(i) The ADPSSO will conduct ADP security training for all personnel initially, upon assignment to the Data Processing Activity. The briefing will stress individual's security responsibilities and will be tailored to the assigned duties and oriented toward the local security environment. Automation personnel will also participate in an annual security education program conducted by the ADPSSO which pertains to their responsibilities.

(ii) Upon termination or separation of 60 days or more, the Contractor personnel will be (i) debriefed, (ii) return all materials related to their position, and (iii) sign a Security Termination Statement. This statement will include such information indicating the terminated/separated employee will:

(A) Read and understand the Espionage Act, other criminal statutes, and Army and local regulations concerning disclosure of highly sensitive or sensitive material upon termination or separation.

(B) No longer possess ADP programs written for Army operations or Contractor provided information for ADP programs.

(C) Will not communicate or transmit proprietary information to any unauthorized person or agency.

(D) Will report to the TACOM System Security Manager (ATTN: AMSTA-SC) any unauthorized attempt to solicit classified or proprietary information concerning the position held when employed by the Contractor.

(iii) The Security Termination statement will be retained in the terminated/separated employee's file.

(12) Appointment of Automation Security Officers. An ADPSSO will be appointed by a letter written by the Contractor at each computer site. A TASO will be appointed by a letter written by the Contractor at each remote terminal site. These individuals will ensure that guidance contained here is implemented. The letters will become part of the Accreditation Package.

(13) Privately Owned Computers. Use of privately owned computers is prohibited without the written consent of the TACOM System Security Manager (ATTN: AMSTA-SC). A Memorandum of Understanding (MOU) will be attached to the accreditation statement. The MOU will be between the TACOM System Security Manager and the owner of the personal computer. Only unclassified information can be processed under the contract on the personal computer, and information becomes the property of the U.S. Government. When an MOU is written, it will become part of the Accreditation Package.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	27-JAN-2010	500	EMAIL
Exhibit B	GOVERNMENT FURNISHED INFORMATION_INTERFACE CONTROL DOCUMENTS	27-JAN-2010	100	EMAIL
Attachment 0001	GCV IFV STATEMENT OF WORK	27-JAN-2010	037	EMAIL
Attachment 0002	GCV IFV PERFORMANCE SPECIFICATION	27-JAN-2010	230	EMAIL
Attachment 0003	GCV IFV PROGRAMMATIC ENVIRONMENT, SAFETY AND OCCUPATIONAL HEALTH EVALUATION(PESHE)	17-NOV-2009	031	EMAIL
Attachment 0004	GCV IFV FAILURE DEFINITION AND SCORING CRITERIA	10-DEC-2009	089	EMAIL
Attachment 0005	GCV IFV OPERATIONAL MODE SUMMARY/MISSION PROFILE	30-OCT-2009	014	EMAIL
Attachment 0006	CONTRACTOR COST AND SOFTWARE DATA REPORTING (CSDR) PLAN	10-JAN-2010	015	EMAIL
Attachment 0007	GOVERNMENT FURNISHED PROPERTY LIST	10-JAN-2010	001	EMAIL
Attachment 0008	GCV IFV PROGRAM SCHEDULE	27-JAN-2010	001	EMAIL
Attachment 0009	GCV IFV DRAFT DD-254	10-JAN-2010	002	EMAIL
Attachment 0010	HANDLING OF CONTROLLED UNCLASSIFIED INFORMATION	08-FEB-2010	005	EMAIL
Attachment 0011	PAST PERFORMANCE QUESTIONNAIRE	10-JAN-2010	011	EMAIL
Attachment 0012	WORK BREAKDOWN STRUCTURE	15-JAN-2010	009	EMAIL
Attachment 0013	PRODUCT STRUCTURE EXAMPLE	15-JAN-2010	002	EMAIL
Attachment 0014	TECHNOLOGY READINESS LEVEL DEFINITIONS	15-JAN-2010	004	EMAIL
Attachment 0015	EQUIPMENT STOWAGE LIST REQUIREMENTS	15-JAN-2010	010	EMAIL
Attachment 0016	TRANSPORTABILITY ASSEMBLY/DISASSEMBLY PROCEDURE FORMAT	15-JAN-2010	005	EMAIL
Attachment 0017	RESERVED			EMAIL
Attachment 0018	RESERVED			EMAIL
Attachment 0019	PROPULSION DATA INPUT DATA SHEET	11-FEB-2010	005	EMAIL
Attachment 0020	SUBSYSTEMS COMPETITIVE TEST ASSET REQUIREMENTS MATRIX	15-JAN-2010	020	EMAIL
Attachment 0021	CRITERIA FOR ADEQUATELY PRICING PROPOSALS	15-JAN-2010	003	EMAIL
Attachment 0022	VEHICLE DYNAMICS DATA SHEETS	09-FEB-2010	012	EMAIL
Attachment 0023	TECHNOLOGY READINESS LEVEL SELF ASSESSMENT FORM	15-JAN-2010	005	EMAIL
Attachment 0024	DESIGN MATURITY SELF ASSESSMENT	15-JAN-2010	005	EMAIL
Attachment 0025	GCV IFV REQUIREMENTS MATRIX	15-JAN-2010	002	EMAIL

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-3	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2005
K-4	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	FEB/2009

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard is \$4.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

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- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.
- (xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
 - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K-8	52.215-4005 (TACOM)	MINIMUM ACCEPTANCE PERIOD	OCT/1985
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(a) ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of 180 calendar days.

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(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

(End of Provision)

K-9 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-10 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION OCT/2008

Note: This notice does not apply to small businesses or foreign governments.
This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes
[] no

(End of provision)

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The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-12 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) JAN/2008

Substitute the following paragraph (c) for paragraph (c) of the provision at FAR 52.204-8.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

K-13 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

[End of Provision]

K-14 52.215-4010 AUTHORIZED NEGOTIATORS JUN/2008
(TACOM)

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Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE		
<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____
[End of Provision]		

K-15	52.223-4002 (TACOM)	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	OCT/2008
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(a) Definitions.

(1) Class I and Class II Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), complete list provided at: <http://www.epa.gov/ozone/science/ods/index.html>.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Army cannot award any contract that directly or indirectly requires the use of CIODS without the approval of the Senior Acquisition Official, per current Army Policy the approval authority is the Army Acquisition Executive. Thus, no CIODS shall be used in meeting the requirements of this contract. If the use of CIODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

(c) No Class II Ozone Depleting Substances shall be required in the performance of this contract without government approval. If the use of Class II ODS is required in the performance of this contract, please notify the Contracting Officer immediately in writing.

[End of Provision]

K-16	52.225-4003 (TACOM)	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION	MAR/1990
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(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) [] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and

Name of Offeror or Contractor:

subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

K-17	52.245-4004	CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY	JAN/1991
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ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there ☐ is
☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[] will
[] will not
[] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING "IS" AND "WILL" ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$_____ \$_____

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL SUBMISSION REQUIREMENTS

The proposal, subject to the Submission, Modification, Revision and Withdrawal, paragraph of Instructions to Offeror's - Competitive Acquisitions (52.215-1, ALT I) contained in Section L of the Request for Proposal (RFP), shall be submitted in the format and quantities set forth below. All information necessary for the review and evaluation of a proposal must be contained in the proposal volumes set forth below. Section M of the RFP sets forth the evaluation criteria and delineates the factors, subfactors, and elements to be evaluated and their relative order of importance. The offeror's proposal, as required by this section, shall be evaluated as set forth in Section M of this RFP. The proposal shall be presented in sufficient detail to allow Government evaluation of its response to the requirements of the RFP. The Government will not assume the offeror possesses any capability, understanding, or commitment not specified in its proposal.

L.1.1 The offeror's proposal shall be submitted in five (5) separate volumes as set forth below. Where page recommendations are specified, they are based upon standard 8.5" x 11" paper with a minimum font size of 10pt. and with a minimum of .5" margins. It is recommended that the narrative portion be submitted on 8.5 x 11 inch paper with a minimum 10 pt font. Schedules, drawings and other documents more appropriate to larger paper may be placed on 11 x 17 size fold out sheets. A Proposal Executive Summary summarizing your proposal is optional. It will not be considered as part of the volumes required below nor will it be evaluated. If a Proposal Executive Summary is submitted, it must be submitted as a separate volume from the five (5) volumes set forth below and it is recommended to be no more than twenty (20) pages. The offeror's proposal shall consist of the following volumes:

- a. Volume 1: Program Design Factor (300 pages recommended)
 - Chapter 1 Integrated Design (200 pages recommended)
 - Chapter 2 Program Plan (100 pages recommended)
- b. Volume 2: Cost Factor (No page recommendation)
- c. Volume 3: Past Performance Factor (50 pages recommended)
- d. Volume 4: Small Business Participation Plan Factor (25 pages recommended)
- e. Volume 5: Proposal Terms and Conditions Volume (No page recommendation)

Procedure for Submitting Classified Information:

Do not e-mail or submit any classified data in any of the volumes listed above. The information must be received by the due date on the cover sheet of this RFP. The classified information shall be separate from the volumes listed above. Classified data shall be submitted separately, organized so that it is clear what volume the classified data applies to. This procedure applies to classified material submitted in electronic format as well. When submitting classified data, follow NISPOM Chapter 5 instructions using the below mailing address.

PEO Integration - GCV Security Office
SFAE-FCS-I
Mail Stop 515
6501 E 11 Mile Road
Warren, Michigan 48397-5000

L.1.2 Offerors are required to submit both electronic and paper copies of their proposals as follows:

Electronic copies: For each volume, submit four (4) identical copies of the proposal on CD-ROM or DVD utilizing MS Word, MS Excel, MS PowerPoint, MS Project, OpenPlan or PDF compatible formats. Drawings shall be provided in PDF format except where other formats are specified below (e.g. PRO-E). Engineering drawings that are not practical for hard copy may be submitted solely in electronic format, but shall be on separate CDs/DVDs as an appendix to the Program Design Volume.

Paper Copies: Submit five (5) identical sets of paper copies of each volume.

Each CD-ROM or DVD shall be labeled so that it is easily identifiable for evaluation purposes (example Program Design Volume, Set 1 of 4, CD 1 of X). Each volume shall include a (i) title page, (ii) table of contents, and (iii) list of tables and figures. Each page of the proposal shall be numbered, and each paragraph of the proposal shall have a reference number. The table of contents shall be organized by subfactor, element and consideration as set forth in Section L. List all attachments and substantiating data in the table of contents under the specific subfactor, element, or consideration that it supports. The table of contents shall include the following information for each subfactor, element, consideration, attachment and/or substantiated data listed:

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Cross-reference to related section L paragraph number
Page number
CD-ROM or DVD Volume and number
File Name

L.1.1.3 Offerors are advised that an employee of Jacobs Technology, Inc.; MITRE Corporation; KDMS2; Optimetrics; Network Zone; HPTi; SRC; and Technical Professional Services (hereinafter referred to as the GSCs) (information identified below) may serve as an evaluator in the source selection process. This individual(s) will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. The GSCs are expressly prohibited from competing on the subject acquisition. The contact information is the following:

Jacobs Technology, Inc.
2010 Lewis Turner Blvd.
Fort Walton Beach, FL 32547-1352
(850) 863-7000 x211
POC: Mr. Gary Thomas

KDMS2
1124 Ruby Dr
Toms River, NJ 08753
(732)506-6019
POC: Mr. Frank Geck

MITRE-Washington
7515 Colshire Drive
McLean, VA 22102-7539
(703) 983-6000
POC: Mr. Richard Eng & Mr. Mark Heslep

Optimetrics
3115 Professional Dr.
Ann Arbor, MI 48104-5131
(734) 973-1177
POC: Ms. Mary Hogan

Network Zone Inc. (Netzone)
43 Wood Ave
Bricktown, NJ 08724
732-678-3111
POC: Mr. William Duda

Scientific Research Corporation (SRC)
119 Avenue of the Commons
Shrewsbury NJ 07703
(732) 935-0200
POC: Mr. Frank Halloran

Technical Professional Services Inc.
2111 West Superior St
Wayland, MI 49348
(269) 792 1379
POC: Mr. Charlie Raffa

HPTi Corporate Headquarters
11955 Freedom Drive, Suite 1100
Reston, VA 20190
(703)707-2700
POC: Mr. Carlos Santiago

In accomplishing their duties related to the source selection process, the GSCs may require access to proprietary information contained in the offeror's proposals. To expedite the evaluation process, each offeror must contact the GSCs to effect execution of an agreement referenced below prior to the submission of proposals. Pursuant to FAR Part 9.505-4, The GSCs must execute an agreement with each offeror that states that they will (1) protect the offeror's information from unauthorized use or disclosure for as long as it remains

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proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. Each offeror shall submit copies of the agreement with its proposal.

L.1.4 Submission Due Date. The offeror's proposal shall be received at the address set forth below no later than 1:00 PM EDT on 26 April 2010. Offeror must ensure its proposal, in its entirety, reaches its intended destination before the date and time set for closing of the RFP.

L.1.5 After compiling all of the required information, submit the proposal to the address below. All proposals delivered in response to this RFP, whether hand-carried or submitted via U.S. mail, shall be addressed as follows:

US Army TACOM
Attn: GCV Proposal
Bid Lobby
6501 E. Eleven Mile Rd.
Warren, MI 48397-5000

RFP Number: W56HZV-10-R-0042

26 April 2010, 1:00 PM EDT

TO BE DELIVERED UNOPENED

(Offeror's name)

L.1.6 Method of Submission. Proposals may either be hand-carried or submitted via US mail. Electronic mail or facsimile of proposals and modifications are not authorized. Hand-carried submissions* (includes proposals delivered by commercial carriers such as FedEx, UPS, or services other than US Postal Service). Hand-carried proposals must be delivered to the Detroit Arsenal (DTA) Mail Handling Facility (Building 255) between the hours of 8:00 AM and 1:00 PM EDT. The package(s) will be dated and time stamped at the Mail Handling Facility and the Government will be responsible for forwarding the package(s) to the appropriate personnel. Offerors should ensure that any commercial carrier it uses has a tracking system that can provide documentation that will prove the date and time of delivery to the Government. If the proposal is hand-carried by other than a commercial carrier, the delivery person (even if an employee of the offeror) must be a US citizen, and must obtain a signed receipt, indicating date and time of delivery, from Mail Handling Facility personnel.

*Directions to DTA: From Van Dyke Avenue, travel west on East 11 Mile Road to railroad track. Immediately after crossing railroad track, turn right into DTA main gate and follow security officer directions to the Mail Handling Facility (Building 255). It may be necessary for the delivery person to obtain a visitors badge prior to being allowed to enter the installation. If so, the security officer will advise the delivery person of the procedures to follow.

Exterior envelopes must identify the RFP number and date specified for receipt of proposals.

Offerors are cautioned that approval to enter the installation must be obtained prior to the closing date for receipt of proposals. Follow the procedures outlined above for entry. Due to security procedures, delays are probable at the entry point and offerors must plan to accommodate them.

L.1.7 Specific features or characteristics of the proposal or entire documents submitted with the proposal may be incorporated into the contract at time of award.

L.2 All or None. Offers in response to this RFP must be submitted for all the requirements identified in the RFP. Offers submitted for less than all the requirements called for by this RFP may be rejected.

L.3 Alternate Proposals. Offerors may submit multiple alternate proposals with differing approaches to meeting the requirements. The Government will separately evaluate each alternate proposal received. Therefore, each alternate proposal submitted must be a complete, comprehensive, stand-alone proposal, which is fully responsive to the information requested in the RFP. Alternate proposals must be clearly identified and submitted separately with their own proposal set of CD-ROMs/DVDs. All proposals shall clearly identify the purpose of the alternate proposal and highlight the differences from its other proposals submitted. An offeror, as either a prime or joint venture partner, will only be eligible for one (1) award, regardless of the number of proposals it submits.

L.4 Program Design Factor Volume: The Program Design Factor Volume shall include the following chapters: (i) Integrated Design and (ii) Program Plan. Offerors are responsible for including sufficient detail to permit a complete evaluation. The Program Design Volume shall have an index which contains narrative titles which are cross-referenced to both the applicable SOW paragraph or the GCV IFV Performance Specification reference in Attachment 025.

L.4.1 Integrated Design (Subfactor 1)

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L.4.1.1 Integrated System (Element 1)

L.4.1.1.1 The offeror shall submit a self-assessment against the levels described in the Design Maturity Self Assessment (Attachment 024). Offeror shall provide substantiating data specific to their GCV design development as outlined in Attachment 024 supporting the asserted maturity levels.

L.4.1.1.2 The offeror shall submit a self assessment in the format provided in Technology Readiness Level Self Assessment Form (Attachment 023), based on the Technology Readiness Level Definitions (Attachment 014), for all the subsystem technologies proposed in its integrated design and product structure (referenced below). As a part of this assessment, offeror shall submit substantiating data for each subsystem regardless of Technology Readiness Level (TRL), to substantiate the offeror's technical maturity claims. Where technologies are less than TRL 6, the offeror shall submit a plan with supporting detail describing the activities required (traceable to IMS and PMB) to mature the subsystem to a minimum of TRL 6 prior to the end of the TD phase.

L.4.1.1.2.1 Using the Product Structure Example (Attachment 013), the offeror shall provide a Product Structure showing all subsystems, Equipment Stowage List Requirements (Attachment 015) and components that form the basis of the proposed GCV IFV integrated design. The Product Structure Example (Attachment 013) illustrates the minimal level of detail expected in the offeror's Product Structure. Weight, power consumption and cooling/heat rejection estimates shall be provided for each subsystem/component on the Product Structure the offeror proposes to use in developing weight, power generation and cooling estimates that underpin the GCV IFV integrated design. The Product Structure shall also include the CAD Model (see L.4.1.1.3) part/assembly numbers.

L.4.1.1.3 The offeror shall submit in a PRO-E version Wildfire 4 CAD Model (CAD Model) and Product View formats the following information (the offeror shall be responsible for assuring that the Product View format accurately represents the CAD Model. The CAD Model shall be fully assembled at the top level assembly and capable of being opened properly without errors. The fully assembled CAD Model may have shrink-wrapped assemblies below the installation level, but not above, as defined in Attachment 013. The Product Structure, CAD Model tree structure, bill of materials and weight breakdown, summary and detailed, shall be traceable to each other and component/assembly names should match across all three and trace to the naming conventions of the Product Structure):

- (a) Its proposed GCV IFV integrated design showing the complete physical integration of all subsystems. The offeror shall provide additional narrative describing the overall physical arrangement of its GCV IFV integrated design and the desired physical location of subsystems with rationale as to why the system is configured as proposed.
- (b) Stowage locations of all items listed in the Equipment Stowage List Requirements (Attachment 015).
- (c) MANPRINT information:
 - (i) the three (3) man crew and nine (9) man Infantry squad in their accommodations along with their ingress and egress points;
 - (ii) a representation of where the controls/display/interface/control panels will be placed for both the vehicle crew and squad leader;
 - (iii) the crew and squad compartments shall show seated central 90% Land Warrior 2 Soldier figures in Personal Protective Equipment (PPE) using the anthropometric crew dimensions provided in the Provided Crew Dimensions (Exhibit B);
 - (iv) the crew in open hatch positions with interior illustration of seating and/or standing platforms and rear air guard station design; and
 - (v) emergency egress paths of all platform occupants shall be shown on the vehicle layout.
- (d) Depict in the CAD Model and include a narrative describing how the GCV IFV integrated design accommodates the flexibility and growth (flexibility and expansion)in Attachment 025.

L.4.1.1.3.1 To establish compliance with transportability/deployability requirements, the offeror shall provide a description of the overall vehicle envelope of its proposed integrated concept design that:

- (a)provides vehicle overall dimensions with a comparison of the proposed IFV concept vehicle space and weight to C-17/C-5, rail, highway and sea transport envelopes as defined in the GCV IFV Requirements Matrix (Attachment 025) by showing a representation of the vehicle within the defined transport envelopes of MIL-STD-1366E;
- (b) provides weight estimate at the Full Combat Configuration GCV IFV with Level 1 protection integrated;
- (c) provides weight calculations showing all the subsystems weight estimates rolled up to the total vehicle weight (with Level 1 protection integrated);
- (d)defines the transport configuration for each of the four modes of transport. If any of the transport configurations are less than the Full Combat Configuration at Level 1, then the offeror shall describe the items requiring removal from the vehicle to meet the transport constraints, depict the final configuration within the transport envelope and provide the vehicle weight at that transport configuration; and

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- (e) provides, as prescribed in the Transportability Assembly/Disassembly Procedure Format (Attachment 016), the proposed:
 - (1) disassembly procedures including required manpower and organic Material Handling Equipment (MHE) (utilizing only the assets defined in the GCV IFV Performance Specification) as well as the estimated disassembly time to prepare the vehicle for all transport modes
 - (2) assembly procedures, including required manpower and organic MHE (utilizing only the assets defined in the GCV IFV Performance Specification)as well as the estimated assembly time and any required alignment, calibration procedures and support equipment to transition the vehicle back to Full Combat Configuration upon arrival.

L.4.1.1.4 To establish conformance with the rooftop deconfliction related requirements of the GCV IFV Requirements Matrix (Attachment 025), the offeror shall provide intervisibility/interference plots showing Fields of View and Regard for all sensors to include Local Situational Awareness, periscopes, open/popped hatches, weapons, countermeasures and antenna systems for the proposed integrated design showing any gaps against the requirements to support optimal derived performance. Provide narrative rationale for antenna placement to minimize both co-site interference and any residual interference issues.

L.4.1.1.2 Survivability (Element 2)

L.4.1.1.2.1 The offeror shall submit:

- (a) In narrative form, a description of the proposed Hit Avoidance System (HAS) and how it will meet the requirements of the GCV IFV Performance Specification. This rationale shall describe any installed performance issues/degradations associated with integration of the proposed approach onto the GCV IFV. Provide substantiating data (specified in Attachment 025) as to how the requirements in Attachment 25 will be met.
- (b) In narrative form, a description of the proposed armor approach and show an appropriately classified depiction of the Armor coverage for both Base and Level 1 protection approaches with substantiating data as to how the approach will meet the requirements of the GCV IFV Performance Specification.
- (c) In narrative form, the vulnerability reduction measures offeror has implemented in the proposed integrated design including a description of how the overall vehicle layout has been arranged to mitigate vulnerabilities and how the crew and mission critical subsystems have been compartmented or separated from energetics and flammables.

L.4.1.1.3 Mobility (Element 3)

L.4.1.1.3.1 The offeror shall submit:

- (a) In narrative form, a description of the proposed GCV IFV Mobility architecture and how the approach will meet the requirements of the GCV IFV Performance Specification.
- (b) In narrative form, a description of the proposed propulsion and power generation architecture approach to include rationale describing how the sizing/capacity of the power generation system in the proposed GCV IFV integrated design was determined and the approach to meeting the Energy Efficiency requirement with any analyses performed in the development of these assertions. All Inputs and assumptions feeding these analyses shall be provided per the Data Sheet in Attachment 025.
- (c) In narrative form, a description of the proposed GCV IFV thermal architecture to include rationale on how the selected size of the cooling system in the proposed GCV IFV integrated design for both mission related thermal loads as well as propulsion system cooling was determined. The narrative shall also include a description of all the cooling system subcomponents such as the ballistic grills, heat exchangers, fans, and pumps as utilized.
- (d) Analyses and additional data detailing how the mobility specification requirements as defined in Attachment 25 will be met.

L.4.1.1.4 Open Systems Architecture and Indirect Vision Systems (Element 4)

L.4.1.1.4.1 Open Systems Architecture

- L.4.1.1.4.1.1 The offeror shall describe in detail its plan for developing Open Systems Electronics/Computing and Software architectures to meet SOW paragraph C.20.4, that includes its approach on the application of open and commercial standards, protocols, reduction of unique computing environments and electronic components providing common vehicle functions. The offeror shall describe the analysis techniques and tools it plans to use to determine the basic sizing, growth and architectural design requirements for the Electronic/Computing and Software systems architectures for the proposed GCV IFV.
- L.4.1.1.4.1.2 The offeror shall describe its concept for vehicle computing and electronics infrastructure architecture to include video processing to meet the requirements for open system, modularity, scalability, and upgradeability and how it permits migration to functionally integrated solutions which eliminate the need for separate LRUs for vehicle and network computing. The offeror shall include architectural analyses that describes: computing resource sizing estimates, growth (flexibility and expansion) (reference Attachment 025), data bus capacity estimates, unique I/O, memory, backplane approach, number of different operating and middleware systems.
- L.4.1.1.4.2 Indirect Vision Systems

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L.4.1.4.2.1 The offeror shall provide in narrative form an overarching Video architecture description with rationale for the proposed Indirect Vision Driving and Local Situational Awareness systems design approach based on the GCV IFV Performance Specification. The offeror shall describe the installed performance associated with integration of the proposed approach onto the GCV IFV. Additionally, the offeror shall address with substantiating data the specific performance requirements described in Attachment 025.

L.4.2 Program Plan (Subfactor 2)

L.4.2.1 IMP/IMS/PMB (Element 1)

L.4.2.1.1 Integrated Master Plan (IMP).

The offeror shall submit an IMP that defines the offerors master plan for the contract; is traceable to and consistent with the Integrated Master Schedule (IMS); and is in accordance with CDRL A001. The IMP shall identify the key events, accomplishments and criteria through Milestone B to successfully complete the Technology Development (TD) phase of the program. The IMP and IMS shall also include the accomplishments and criteria necessary for the delivery of the first prototype vehicle in the EMD phase.

To support the IMP, the offeror shall provide additional narrative to describe the following Systems Engineering/development activities required to execute to the GCV TD phase program schedule:

- a. Identify all the systems engineering and design engineering specific tasks required to execute the program up to the first prototype delivery in EMD;
- b. Describe the requirements development and management activities and describe the supporting tools to be used to ensure traceability, validation, and verification through the development process;
- c. Describe the architecture development activities, the tools/models to be used to ensure linkage between different views, and the relation of the architecture models to the design descriptions and feedback into the requirements development;
- d. Describe how physical and functional interface requirements and interdependencies are identified. Specifically include a discussion of performance modeling and simulation studies, trade studies, analyses and other design processes and methods proposed to allocate the requirements, optimize the design and validate the design;
- e. Describe how the System Design will be captured, documented and maintained to include allocation of requirements to the subsystem levels; and
- f. Describe the iterative approach to hardware and software integration leading up to and inclusive of SILs and final vehicle integration to include maintaining configuration control throughout the integration process as changes are made.

L.4.2.1.2 Integrated Master Schedule (IMS)

The offeror shall submit their proposed IMS in support of and consistent with the IMP (incorporating the IMP key events, accomplishments and criteria) and it shall consist of a detailed plan for the initial six (6) months of contractual effort. Planning packages shall be utilized through the first prototype vehicle delivery in the EMD phase.

The electronic copy shall be provided on either a separate CD or DVD and shall consist of the following:

- (a) One (1) Integrated Master Schedule in MS Project (2007) file. The file shall be unlocked.
- (b) Three (3) separate PDF Files as follows:
 - i. Gantt chart of the complete IMS which shall include, but is not limited to, task name, durations in days, start date, finish date, predecessors and successors.
 - ii. High Level Program Milestone chart which shall include, but is not limited to, the programs milestones and significant events.
 - iii. Network Logic Precedence diagram. Each Activity Box shall include the activity ID, activity description, duration, total float, early start/finish, late start/finish and target start/finish (constraint date). The linkage/relationship between each activity box shall be properly represented to include the descriptor of that linkage(i.e. Finish-Finish/Start-Start (FF/SS), and the amount of lag if any).

The offeror shall provide the following on 11X17 paper (except for (c)):

- (a) Gantt chart of the complete Integrated Master Schedule which shall include but is not limited to task name, durations in days, start date, finish date, predecessors and successors.
- (b) High Level Program Milestone chart which shall include but is not limited to the programs milestones and significant events.
- (c) One (1) copy of a horizontal plot with a minimum height of 36. The plots length will be determined by the size of the (draft) IMS. The plot shall consist of the following in (d):
- (d) Network Logic Precedence diagram. Each Activity Box shall include the activity ID, activity description, duration, total float, early start/finish, late start/finish and target start/finish (constraint date). The linkage/relationship between each activity box shall be properly represented to include the descriptor of that linkage (i.e. FF/SS (Finish-Finish/Start-Start), and the amount of lag if any).

L.4.2.1.3 Performance Measurement Baseline (PMB)

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The offeror shall provide a preliminary PMB depicting the complete scope of work to be performed under this contract. In accordance with the offeror's standard Earned Value Management (EVM) practices, the PMB shall reflect detailed planning for the first six (6) months of contract effort and planning packages for the balance of the period of performance. Utilizing detailed task activities from the IMS as a departure point, a time-phased, resource loaded PMB to the work package level shall be submitted. All program level work packages and planning packages shall include the described work scope in significant level of detail, be developed by element-of-cost, time phased and summarized into fully dollarized control accounts. Time phased resources at the control account level will be summarized to the appropriate Project Work Breakdown Structure (WBS) Level utilized for management insight and control. Planned resources will then be summarized through all higher levels of the WBS.

L.4.2.2 Unit Production Cost Management Plan (Element 2)

In order for the Government to effectively evaluate the offeror's unit production cost management process, the offeror shall provide a Unit Production Cost Management Plan that details the production unit cost estimate associated with the GCV IFV integrated design and how it plans to meet SOW C.4.5.

The Plan shall include the following:

- a. The offeror shall describe the unit production cost management process that will be used during the TD phase of the GCV Program (all phases through production). The offeror shall describe how unit production cost considerations will influence design decisions and how unit production cost will be a part of program/technical reviews. In particular, the offeror will describe its approach for correlating costs to technical requirements.
- b. A production unit cost estimate (in constant dollars with the year utilized defined) associated with the GCV design and how that estimate will be achieved over the GCV Program. This estimate shall include only the manufacturing portion of the production cost, defined as:
 - i. The manufacturing cost includes the costs of material, labor, and other expenses incurred in the fabrication, checkout, and processing of parts, subassemblies, and major assemblies/subsystems needed for the final system. The manufacturing cost also includes costs of subcontractors and purchased parts/equipment. The manufacturing cost further includes costs of the efforts to integrate and assemble the various subassemblies into a working system, costs to install special and general equipment, and costs to paint and package the system for shipment to its acceptance destination. It also includes moves in order to assemble into a final system.
 - ii. For the purposes of the production unit cost estimate, the offeror shall assume a production rate of 120 GCVs per year over a 10 year planning horizon. The offeror shall provide a summary of the basis of the estimate, significant ground rules and assumptions related to the estimate, and a breakout of the estimate to at least the fourth level of the WBS.

L.5 Cost Factor Volume

It is acceptable for the offeror to submit one set of data that satisfies the proposal submission requirements for both the Performance Measurement Baseline (PMB) in the Program Design Factor Volume (See L.4.2.1.3) and the Cost Volume contained herein. In the event the offeror submits the data separately, the offeror shall ensure consistency between the two applicable volumes. Offerors shall submit the Cost Factor Volume as identified below.

L.5.1 Electronic spreadsheet files (Workbooks) must be Microsoft Excel Office 2007 compatible. Workbooks must be sent in a format that includes all formulas, functions, macros, computations, or equations used to compute the proposed amounts. There can be no cell references to data or files not included in the Cost Volume. For each Workbook, all Rows, Columns, Cells, and Worksheets must be Visible (object.Visible=True). If Workbooks or Worksheets are password protected, then the password(s) must be provided. Print image files or files containing only values are not acceptable. Supporting narrative, including Basis of Estimate (BOE) sheets, shall be provided in files which are Microsoft Excel, Microsoft Word or PowerPoint Office 2007 compatible.

L.5.2 In accordance with FAR clause 52.214-35 (Submission of Offers in U.S. Currency), all costs must be in U.S. dollars only, including amounts for the prime contractor and any potential subcontractors. If the basis for the proposal is any other currency, the offeror shall:

- a) State the exchange rate(s) being used to convert any currency to U.S. dollars.
- b) Explain how you intend to deal with the risk that fluctuation in exchange rates may impact this prospective contract.

L.5.3 Cost and Pricing information should be provided as described below:

L.5.3.1 BOE sheet(s) for each Level 4 WBS element (see WBS in Attachment 012) shall be provided. The offeror shall complete the Direct Labor, ODC/Travel, Material and Subcontract columns for each Level 4 WBS element. The data presented in the BOE sheet(s) must track to the data provided in Attachment 012 (Work Breakdown Structure). For direct labor, subcontracts, material and ODCs/Travel as specified below, the time phasing shall be at a level of detail no less than annual. BOE sheets shall include:

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L.5.3.1.1 Direct Labor. For direct labor include the following:

- a) A time-phased breakout of the direct labor hours, by labor category appropriate to the offeror's accounting system.
- b) A narrative description of the tasks to be performed, a narrative description of the method used to estimate the hours, identifying assumptions used and cost estimating relationships.

L.5.3.1.2 Major Subcontracts (Over \$20M).

a) Submit a time-phased breakout of the major subcontractors cost.

b) If there are major subcontractors at any level (those whose total cost is expected to be greater than \$20,000,000), provide cost information from the subcontractor equivalent to that required of the prime offeror. (Note: Segregate the subcontractor cost information by WBS, the same as required of the prime offeror's cost breakdowns.) Include the evaluation of the subcontractor's submission required by FAR 15.404-3 (b), and rationale for determining that the subcontract price is reasonable and realistic. The same kind of information must be provided for inter-organizational transfers, regardless of dollar value, with the exception of the evaluation of such cost data. Also state the type of subcontract the offeror anticipates (e.g. firm-fixed price, cost-plus-fixed-fee, etc.)

NOTE: For major subcontractors as defined above, if the subcontract is for purchased material and you can demonstrate that the subcontract item is either commercial or based on adequate price competition, cost information from the subcontractor is not required. Instead, provide copies of competitive subcontractor price quotes, or the kind of information noted in FAR 52.215-20(a)(1)(ii).

(c) If the major subcontractor declines to provide complete cost proposals to the prime or higher tier subcontractor, then those subcontract proposals may be submitted by the subcontractor directly to the PCO using the same submission instructions noted above. Such submissions must arrive at or prior to the due date for proposals as noted on the front page of this RFP.

L.5.3.1.3 Material and non-Major Subcontracts.

- a) A time-phased breakout of the material / non-major subcontractors cost.
- b) Provide a narrative that explains the method used to develop proposed cost for material and subcontracts less than \$20M, including information about the extent to which the cost is based on vendor quotes, purchase order history, estimates, etc. Indicate whether the amount includes upward or downward adjustments for contingencies or negotiation challenges.
- c) High Dollar-Value Material/Subcontracts: For the items with a material/subcontract unit cost (purchase price to offeror) greater than \$10,000, provide the following information:
 - (1) Item Name/Description/Part Number/Vendor, as applicable
 - (2) Unit Cost (purchase price to offeror)
 - (3) Quantity used
 - (4) Extended Cost (unit cost multiplied by quantity used)
 - (5) Basis for cost (engineering estimate, vendor quote, purchase history, etc.)
 - (6) Indicate whether component is sole-source, competitive, or commercial
- d) All Other Material: State the total amount of material cost not included in high dollar-value material.

NOTE: If the material / subcontract is for purchased material and it can be demonstrated that the subcontract item is either commercial or based on adequate price competition, cost information from the subcontractor is not required. Instead, provide copies of competitive subcontractor price quotes, or the kind of information noted in FAR 52.215-20(a)(1)(ii).

L.5.3.1.4 Other Direct Costs (ODCs).

- a) Submit a time-phased breakout of the ODCs.
- b) Depending on the offeror's accounting system, this may include costs such as computing charges, travel, etc. Identify each category of proposed ODCs, and the dollar amount for each category. Provide a brief explanation of what is included in each category and how the cost was estimated.

L.5.3.1.5 Estimates generated by appropriately calibrated and validated parametric models or cost-estimating relationships (CERs) are acceptable. The offeror must identify the model(s) used, describe how the model(s) has been calibrated (for commercially available models), validated and verified, including any statistical analyses supporting the model. The offeror must provide a table(s) showing the model input(s), how the input(s) was developed and the output results of the model(s) and how they are used.

L.5.3.2 Provide proposed costs for each Contract Line Item Number (CLIN) in Section B of this RFP. For each CLIN, include a WBS Level 1 spreadsheet organized by cost element (i.e. Direct Labor, Subcontracts, Material, Other Direct Costs, Overhead/Indirect, Fee, etc.) time phased by quarter and totaled by calendar year. The cost breakdown must be consistent with your cost accounting system.

The direct costs within this time-phased breakdown shall track directly with the Performance Measurement Baseline data the offeror provides in the Program Design Volume as well as the data provided in Attachment 012 and the offeror's BOE sheets.

Provide the following information in support of each WBS Level 1 spreadsheet:

L.5.3.2.1 Direct Labor. Costs for direct labor shall include the following:

- a) A time-phased breakout of the direct labor hours, by labor category appropriate to the offeror's accounting system;
- b) The labor rate for each category of direct labor, including the basis for the rate and any escalation used; and
- c) the direct labor cost (dollars).

L.5.3.2.2 Major Subcontracts (Over \$20M).

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- a) a time-phased breakout of the subcontract costs, by subcontractor.
- L.5.3.2.3 Material and non-Major Subcontracts.
- a) a time-phased breakout of the material/non-Major Subcontracts costs.
- L.5.3.2.4 Other Direct Costs.
- a) a time-phased breakout of the ODCs.
- L.5.3.2.5 Rates. Show the time phased application of the proposed direct and indirect rates.
- L.5.3.2.6 Facilities Capital Cost of Money (FCCM): The Offeror shall state the total amount estimated for FCCM and identify the Treasury Rate used to develop the amount.
- L.5.3.2.7 Fee. State the fee rate and the total dollar amount included.
- L.5.3.3 Rates. Provide a list of the direct and indirect rates, by category and by year, used in the development of the proposal and include:
- (a) The date of the current CASB Disclosure Statement;
 - (b) The effective date of the rates or the data that formed the basis for the rates (the date of the burden study analysis or payroll run, etc.), state whether or not the rate package has been submitted to DCMA and/or DCAA for review and the date of the submission. If the rates have been submitted to DCMA and/or DCAA state whether these rates represent a Forward Pricing Rate Submission (FPRS) or a Forward Pricing Rate Agreement (FPRA) and note the date of the agreement. State whether the business volume that would be present if a contract was awarded to your firm as a result of this RFP has been included in the proposed rate package;
 - (c) The ending month for the offeror's fiscal year; and
 - (d) A narrative explaining the basis for the estimated rates. And specifically identify any escalation factors used.
- L.5.3.4 Supporting data and rationale shall be in sufficient detail to enable the Government to evaluate the realism of the offeror's proposed costs.
- L.5.3.5 RESERVED
- L.5.3.6 CRITERIA FOR ADEQUATELY PRICING PROPOSALS (Attachment 021). The offeror shall complete Attachment 021 for its proposal and for each subcontractor / interdivisional proposal at any level for which cost data is required.
- L.5.3.7 The offeror and each major subcontractor shall provide the address, email and telephone number of the cognizant DCAA Field Audit Office and DCMA office.
- L.5.3.8 The offeror and each major subcontractor shall provide one (1) copy of the Cost Factor Volume to the cognizant DCAA Field Audit Office. The copy must reference RFP W56HZV-10-R-0042.
- L.5.4 Cost Sharing. A cost sharing arrangement is not a requirement for award of this RFP. However, if your offer is based on a cost sharing arrangement, describe in detail the cost sharing arrangement proposed, including its nature, amount and accounting treatment. Cost proposals shall include the total estimated costs incurred by the offeror to perform the technical approach, regardless of cost sharing. The cost and pricing information required by this section [the cost information and breakdown] shall be provided for the total cost of the effort, the Government share, and the offeror's share. Also note that per FAR 16.303, a contractor receives no fee in a cost-sharing contract.
- L.6 Past Performance Factor Volume
- L.6.1 For the Past Performance Factor, provide information on recent and relevant contracts for (i) you, and (ii) your proposed Subcontractor(s). The offeror shall only submit a grand total of six (6) recent and relevant contracts. The offeror shall only submit those recent and relevant contracts for itself and its Subcontractor(s) for efforts that it proposes to be performed by the offeror and its Subcontractor(s) on the GCV effort. These may include foreign, federal, state, local and private industry commercial contracts. Recent includes performance of contracts occurring within approximately three (3) years of the date of issuance of this RFP. Relevant past performance includes any of the following scope of work activities that have a complexity of which is similar to the GCV requirements:
- (a) Concept Design and Development for military ground combat/tactical/other vehicles.
 - (b) Integration of major C4ISR subsystems into a new military ground vehicle design or existing military system platform.
 - (c) Integration of major weapon subsystems into a new military ground vehicle design or existing military system platform.
 - (d) Integration of major armor subsystems into a new military ground vehicle design or existing military system platform.

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- (e) Integration of major mobility subsystems into a new military ground vehicle design or existing military system platform.
- (f) Program Management activities, including Earned Value Management utilizing an Earned Value Management System.

L.6.1.1 Contract Information: For each of the up to six (6) recent and relevant contracts submitted under L.6.1 above, provide the following information:

- (a) Contract Number (and delivery order number if applicable);
- (b) Contract Type;
- (c) Total Value of the Contract (beginning & ending value);
- (d) Performance Schedule;
- (e) Government or commercial contracting activity address, telephone number and e-mail;
- (f) Procuring Contracting Officers (PCO) and/or Contract Specialists name, telephone number and e-mail;
- (g) Government (DCMA) or commercial administrative contracting officer (ACO), contracting officers representative (COR), performance certifier, and/or quality assurance representative (QAR), name, telephone number and email;
- (h) A description of scope of work requirements and a discussion of the similarities between the cited contract scope and the relevance standards identified above in L.6.1(a-f);
- (i) The dates of contract performance;
- (j) Any significant subcontracting or teaming agreements;
- (k) Percentage of effort performed as a prime or subcontractor;
- (l) A brief self-assessment of contract performance for each of the contracts listed. Your self-assessment must address performance to meet Technical and Schedule requirements within estimated costs. Include an explanation for any increase in costs above estimated costs, schedule delays or failure to meet technical requirements; and
- (m) Copies of the Statements of Work from each of the up to six (6) submitted contracts to establish the relevance of the contract to the scope of work activities listed in L.6.1 above.

L.6.1.2 Past Performance Questionnaire. A past performance questionnaire is provided in Attachment 011. For each of the up to six (6) recent and relevant contracts submitted by the offeror, and based on identification of your most recent and relevant contracts, the offeror shall send a copy of the past performance questionnaire directly to the appropriate Procuring Contracting Officer (PCO) and/or Contracting Officer's Representative (COR) or other appropriate technical and contracting individuals. The offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at DAMI_GCV@conus.army.mil as soon as possible, but no later than the RFP closing date (See Block #9 of the SF33 cover page to this solicitation) with the subject heading PAST PERFORMANCE INFORMATION FOR [offeror name].

L.6.1.3 In addition, the offeror is requested to prepare and submit to the Contract Specialist, within thirty (30) days of the Government's posting of the final RFP, a past performance matrix of the references to whom the offeror sent the past performance questionnaires. The matrix shall be sent to the Contract Specialist via email to DAMI_GCV@conus.army.mil and shall contain the following information prepared in the following format:

- (1) Contract No./Delivery Order;
- (2) Contract/Delivery Order Type;
- (3) Program Title, including brief (200 words or less) description of work performed;
- (4) Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor;
- (5) Point of Contact and Telephone Number, e-mail (PM/PCO/ACO/COR); and
- (6) Date Questionnaire sent to the Government or Contractor Point of Contact

L.6.1.4 Corporate Entities. If any contract, listed as part of the Past Performance Factor submission, was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate which entity will perform this effort. The offeror shall also provide the above requested information for any proposed Subcontractor on which the offeror is submitting past performance information.

L.6.1.5 Predecessor Companies. If you, or Subcontractor(s) you are submitting Past Performance Information on, only have recent and relevant performance history as a part of a predecessor company, the Government may consider that past performance in our evaluation of past performance. Please provide the information for those recent and relevant contracts of that predecessor company. Offerors must also briefly document the history of the evolution from the predecessor company.

L.6.1.6 Contacting References. Offerors are advised that the Government may contact any of the references that the offeror provides, may contact other third parties for performance information, and the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed Subcontractors to allow the Government to discuss the Subcontractor's past performance with the offeror.

L.6.1.7 Past Performance Information. The Government does not assume the duty to search for data to cure problems it finds in

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proposals. The burden of providing thorough and complete past performance information remains with the offeror. While the Government may elect to consider data obtained from external sources other than the proposal, the burden on providing thorough and complete past performance information rests with the offeror.

L.7 Small Business Participation Factor Volume

L.7.1 This provision applies to every offeror (U.S. and non-U.S.), regardless of size status or locations of working facilities or headquarters.

For proposal preparation purposes, the offerors Small Business Participation proposals shall be consistent with the subcontracting cited in the offeror's Cost Factor Volume, and any subcontracting references/identification contained elsewhere in any other Factor Volume.

L.7.1.1 All offerors, including offerors who are themselves U.S. small business concerns based on the NAICS code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be utilized as first-tier subcontractors in the performance of this proposed contract. U.S. small business concerns are defined (1) in FAR 19.001 and (2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), HUBZone small businesses (HUBZone SBs), veteran-owned small businesses (VOSBs), service disabled veteran-owned small businesses (SDVOSBs), and historically black colleges/universities and minority institutions (HBCUs/MIs).

L.7.1.2 If the offeror (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement) is itself a U.S. small business concern, the offeror's own participation as a SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI, will also be considered small business participation for the purpose of this evaluation. In this event, the extent of the offeror participation as a U.S. small business concern shall be detailed in the same manner as subcontracts to first tier U.S. small business concerns.

L.7.1.3 Small Business Amounts: All offerors shall address anticipated U.S. small business concern participation and subcontracting based on the total dollars proposed by the offeror receiving the GCV TD phase contract.

L.7.1.3.1 The offeror shall provide information for small business participation and subcontracting in a table format in accordance with the following example:

Small Business Participation Table

Business Category \$Amt All Subcontracts| %of SB participation| Amt Total SubK

Total Estimated Contract Cost \$43.00M

SB	\$16.34M	38.0%	(\$16.34M of \$43M)
SDB	\$ 2.36M	5.5%	(\$ 2.36M of \$43M)
WOSB	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
HUBZone SB	\$ 1.08M	2.5%	(\$ 1.08M of \$43M)
VOSB	\$ 1.55M	3.6%	(\$ 1.55M of \$43M)
SDVOSB	\$ 1.46M	3.4%	(\$ 1.46M of \$43M)
HBCU/MI	\$ 0.38M	0.9%	(\$ 0.38M of \$43M)

L.7.1.3.2 Guidance for filling in the above Small Business Participation Table:

- a. Include 1st tier subcontractors only. Note that members of a joint venture may be considered the offeror or the first tier subcontractors, depending on the legal form of the joint venture as defined in its agreement document.
- b. If the offeror is a U.S. small business concern, detail the extent of the offeror participation as a U.S. small business concern in the same manner as subcontracts to first tier U.S. small business concerns.
- c. Percentages should be rounded to the nearest tenth of a percent.
- d. If a cost share arrangement proposed by the offeror, include subcontracting dollars for the entire proposed effort, not just for the Government share of the contract.

L.7.1.3.3 Additional Guidance for particular Business Categories:

- a. For "Total Estimated Contract Cost": Include the offeror's proposed Total Estimated Contract Cost on this line.
- b. For SB: Include U.S. small business concerns from all categories (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI) in the dollars and percentage on this line. The SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI are subcategories of SB and the dollars in each of these may not add to match the total dollars in the SB line due to the following: In some cases the same dollars may be

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reported in more than one block (i.e., a \$10,000 subcontract to a Woman-Owned Small Business that is also a Service-Disabled Veteran-Owned Small Business should be entered on four rows: \$10,000 under SB, \$10,000 under WOSB, \$10,000 under VOSB and \$10,000 under SDVOSB). Be sure that the dollars are counted in the SB line only once and not four times (e.g. \$40,000 representing the same firm participating at \$10,000 in differing categories). Note that the SB percentage is not simply a total of the percentages of each SB subcategory and must be calculated separately as shown in the chart.

- c. For SDB: Include HBCU/MI dollars, if any, in the SDB dollars and percentage on this line.
- d. For HUBZone SB: Include only SBA certified HubZone SBs. Note that this is different from some of the state HUB certifications.

L.7.1.3.4 Small Business List: All offerors shall provide the names of small business concerns (including the offeror if a small business concern) who would participate in accomplishing the proposed contract; the small business classification of each U.S. small business concern (i.e. SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB, and HBCU/MI); a short description of the specific services to be provided by each small business concern; and the estimated total dollars for each service or product.

- a. This data shall be provided in a table format in accordance with the following example:

The offeror shall provide information for small business participation and subcontracting in a table format in accordance with the following example:

Some examples are as follows:

For the contract the offeror shall provide the following

Name of SB Concern	SB Classification(s)	Description of Service	Total \$
ABC Co.	SB	Wire	\$ 0.50M
DEF Co.	SB	Plating	\$ 0.75M
GHI, Inc.	SB, WOSB, VOSB	Circuit Cards	\$ 1.20M

- b. Guidance for filling in the above Small Business List table:

- For SB Classifications(s), 1: List all SB classifications that apply to each concern.

L.7.2 If the offeror IS NOT a U.S. small business concern and must submit a Small Business Subcontracting Plan under this RFP in accordance with FAR 52.219-9, the Small Business Subcontracting Plan shall be consistent with the offeror's Small Business Participation proposal information provided in response to L.7 (recognizing that the Small Business Subcontracting Plan percentages will be different in that the percentage calculation denominator is total subcontracting amount as opposed to this Small Business Participation Factor where the percentage calculation denominator is the offeror's proposed Total Estimated Contract Cost).

L.7.3 Compliance with FAR 52.219-9. Offerors which are both:

(a) other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code applicable to this RFP); and

(b) have had prior contracts requiring the submission of a Small Business Subcontracting Plan in accordance with FAR 52.219-9 are to provide a description of their performance in complying with the requirements of FAR 52.219-9, including documentation of both their goals and their accomplishment of the goals established under subcontracting plans of prior contracts performed over the last three [3] calendar years. This documentation shall include Individual Subcontracting Reports (ISRs/DD Form 294s) which list both goals and accomplishments against individual or master plans. If over the last 12 months from the date of RFP release, the offeror reported accomplishments against commercial or comprehensive subcontracting plans in lieu of individual or master plans, the Offeror shall submit the plans to document the goals and the Summary Subcontract Reports (SSRs/DDForm 295s) to document the accomplishments. (Note: if the offeror has not performed a contract over the past twelve months, which included FAR 52.219-9, the offeror shall so state).

L.7.4 Approach to meeting FAR 52.219-8. Offerors which are either:

(a) U.S small business concerns, or

(b) other than U.S. small business concerns (as defined by the North American Industry Classification System (NAICS) code applicable to this solicitation) having had no prior contracts requiring a Small Business Subcontracting Plan in accordance with FAR 52.219-9 shall substantiate their proposed approach to meeting the requirement of FAR 52.219-8. Substantiation may include providing:

- (1) a description of the offeror's performance, over the past three [3] calendar years, in complying with the requirements of FAR 52.219-8 (Note: if the offeror has not performed a contract over the past three [3] years, which included FAR 52.219-8, the offeror shall so state);
- (2) a description and available documentation of any methods or techniques used to promote small business participation;

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- (3) any listings of U.S. small business concerns who are subcontracting candidates;
- (4) internal procedures used to monitor small business participation during contract performance; and/or
- (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8.

This provision applies to every offeror (U.S. large and small business and non-U.S.), regardless of size status or location of its manufacturing facility or headquarters.

L.8 Proposal Terms and Conditions

L.8.1 Submit two (2) signed copies of the Standard Form 33 (SF33) cover page and a copy of all completed fill-ins for Sections A through K, including all signed copies of Amendments to the RFP. ORCA certifications need not be separately submitted.

L.8.1.1 Where certifications/approved systems are required for an offeror, if the proposal is being submitted by a Joint Venture, certifications and approved systems for the principals (partners) of the joint venture will be considered as valid for that offeror providing the necessary documentation from all principals (partners) is provided with the proposal.

L.8.2 A statement specifying agreement with all terms, conditions, and provisions included in the solicitation or any exceptions. Any exceptions taken to the attachments, exhibits, enclosures, or other solicitation terms, conditions, or documents must be fully explained; however, any such exceptions may be grounds for the Contracting Officer to reject the proposal from further consideration in the source selection process, before initial evaluation.

L.8.3 Large business offeror's as defined by the North American Industry Classification System (NAICS) code applicable to this RFP, 336992, shall submit an acceptable small business subcontracting plan in accordance with Department of Defense FAR Supplement (DFARS) 252.219-7003 and provide this plan as part of the proposal submission.

L.8.4 In accordance with the applicable DFARS clauses contained in the RFP, identify and assert any and all restrictions on the Governments use, release or disclosure of technical data and computer software rights.

L.8.5 Include the information required by DFARS 252.234-7001 (Notice of Earned Value Management System).

L.8.6 Include documentation demonstrating, as applicable, that the offeror, major subcontractors (with exception below) (subcontracts exceeding \$20M) have the following certifications and/or DCMA/DCAA approved systems:

- (a) Accounting System
- (b) Estimating System
- (c) Earned Value Management System (EVMS)
- (d) Facility Clearance for any location that will handle classified material (Special Access Information)
- (e) Information System Security Clearance for any location that will handle classified material (Special Access Information)
- (f) Quality Control System

L.8.6.1 DCMA/DCAA Systems Documentation Detail: In order to be considered for award, the offeror must provide documentation regarding the status of their Accounting, Estimating, Purchasing and Earned Value Management Systems. Such documentation would typically be in the form of a letter from DCMA or DCAA respectively indicating that the particular system is approved. The most recent letter indicating the status of these systems shall be provided with the offeror's proposal. An approved cost accounting system is a requirement for award of a Cost Reimbursement contract per FAR 16.104.

L.8.6.2 For the IT System General Controls, Billing, Purchasing, Compensation, Labor, Material Management and Indirect/ODC systems the offeror and major subcontractors at any level shall provide the status of these controls/systems and the status of their direct billing authority. If a DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved, has been issued and direct billing authority is rescinded, then the offeror and/or major subcontractor as applicable must provide that information.

L.8.7 Include the written consent of their proposed Major Subcontractors to allow the Government to discuss the Major Subcontractor's past performance with the offeror.

L.8.8 Include the agreements with each GSC in accordance with Section L.1.3.

L.9 Organizational Conflict of Interest.

L.9.1 The provisions of FAR 9.5, "Organizational Conflict of Interest" (OCOI), applies to any award under this RFP. Potential offerors should review their current and planned participation in any other Government contracts, subcontracts, consulting, or teaming arrangements where they may be in a position of actual or perceived bias or unfair competitive advantage. A common example with the

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potential for OCOI is where an entity performs work both as a system contractor/subcontractor and as a Government support contractor for Government offices involved in GCV or related programs.

L.9.2 Offerors should disclose any potential OCOI situations to the Contracting Officer as soon as identified including prior to proposal submission. The disclosure should include the facts and an analysis of the actual or perceived conflict and a recommended approach(es) to neutralize or mitigate the potential conflict. The preferred approach to potential conflicts is to negate/obviate the conflict. Mitigation is considered only if it is not practical to negate/obviate the conflict. The Contracting Officer will promptly respond to resolve any potential conflicts.

*** END OF NARRATIVE L0001 ***

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSIONS OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)	OCT/1997
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-6	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-7	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	DEC/2006
L-8	252.234-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	APR/2008
L-9	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) -- ALTERNATE III (OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

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(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: MS Office 2007 compatible.

(End of clause)

L-10 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM LCMC, ATTN:CCTA (TACOM Contracting Center Protest Coordinator, Mail Stop 315, 6501 E. 11 Mile Rd, Warren, MI 48397-5000).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L-11 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East LEnfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-12 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) JAN/2006

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(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

L-14 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-15 52.215-4400 ARMY INFORMATION SYSTEMS (IS) SECURITY REQUIREMENT JUL/2005

1. Contractor will comply with all Department of the Army Directives, AR 380-5, AR 380-67, AR 25-1, AR 25-2, AR 380-3, AR 380-10, Commander - US Army Garrison Michigan (USAG-M), Directorate of Information Management (DOIM) and Directorate Intelligence Security Division, memorandums, and numbered messages. All information systems (IS) require accreditation and certification and must be approved by the Designated Approval Authority (DAA). Approval is required prior to any IS connection to the network is accepted. Personnel requiring access to sensitive defense information, because of their duties in repairing or working on IS equipment or software, will be appropriately investigated based on the sensitivity of the Information Technology (IT) position held in accordance with AR 25-2. Before a technician can work on IT hardware/software, the background investigation must be initiated

a. The requesting agency/contractor should have a contract with USAG-M and an on-site Information Assurance Security Officers (IASO). The IASO shall be knowledgeable of AR 25-2 and other security requirements, and would be the person responsible for that agency/contractor.

b. If remote access to Garrison-Michigan networks, hereby known as Garrison-Michigan networks, is needed for this agency/contractor to monitor Garrison-Michigan networks unclassified network, the agency/contractor must use a National Security Agency approved method to encrypt this information if it is sent/received outside this Command. The use of a commercial Internet Service Provider mail account or ftp for receipt or storage of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

2. The security measures below are consistent with Dept of the Army security policies and directives and are required to protect

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all associated Garrison-Michigan networks. The goal is to ensure the confidentiality, integrity, and availability of Dept of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

a. In accordance with (IAW) AR 25-2, agency/contractor employees must be designated as IT I, IT II, or IT III positions. Personnel who require access to sensitive and/or classified defense information because of their duties with an IS will be appropriately investigated based on the sensitivity of the IT position held in accordance with AR 25-2. Before assumption of IT duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) direct to Defense Security Service for each individual requiring access. A copy of the SF85P or SF86 must be sent to AMSTA-CM-SC for review, who will summarize their findings and provide same to the USAG-M Designated Approving Authority (DAA) who can grant interim access to agency/contractor employees if the required investigation has been submitted by your FSO to Defense Security Service (DSS) and a EPSQ receipt is faxed to AMSTA-CM-SC at DSN 786-6362, or (586) 574-6362 - AND if there are no derogatory issues found. The SF85P or SF86 copies can be mailed to: CDR U.S. Army TACOM, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-SC, Warren, MI 48397-5000. Contractor will be responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request contractor will provide security investigation data to Directorate Intelligence Security Division, so their personnel can be incorporated into the Garrison-Michigan Security Clearance Roster.

b. Personnel assigned to IT-I positions must have completed an SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLIC), and proof of the initiation of the Single Scope Background Investigation, before access to a Department of the Army automation network and information can be granted.

c. Personnel assigned to IT-II & III positions must have completed a SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLIC).

d. All agency/contractor employees who have access to Garrison-Michigan IS must complete Computer User Information Awareness Training annually. Proof of completion will be retained by the IASO.

e. All agency/contractor employees who have access to Garrison-Michigan IS must each read and sign a copy of Acceptable Use Policy (AUP) annually. Proof of compliance will be retained by the IASO.

f. IAW Garrison-Michigan directives submit the required completed forms for all agency/contractor employees that require Garrison-Michigan network(s), and TSACS, access. The required forms are available in the Outlook Forms crib and are below as an attachment.

- (1) New MGNET Account.
- (2) Trusted System Application (TUA 12) with attachments.
- (3) Contractor/Vendor Terminal Server Access Controller System (TSACS) Account and Password Request.
- (4) An Accreditation and Certification process for each IS that operates within USAG-M must be reviewed by the

Information Assurance Manager (IAM) and then forwarded to the DAA for final approval before connection is accepted.

e. IAW Dept of the Army Directives, AR 25-2, agency/contractor must have malicious code protection on their PC/s used to connect to the GARRISON-MICHIGAN networks. Malicious code protection must be monitored daily for updates and immediate implementation. USAG-M DOIM uses the most current version of Symantec Anti-virus software.

(1) Report any malicious code problems or thefts of equipment, software, or code to the USAG-M Network Operations Center (NOC) IASO. The IASO will forward automation security concerns to his/her supporting Information Assurance Manager (IAM).

f. Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

- (1) Ensure only personnel designated to work on this contract have access to the computer equipment and information.
- (2) Foreign Nationals must not have access to this equipment and information.
- (3) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to

protect the contract-associated equipment and information at the agency/contractor location. Provide a short description and diagram.

g. DOIM Helpdesk, when issuing an agency/contractor e-mail accounts, will ensure that their names, when displayed, show they are contractors and not government employees.

h. Access for agency/contractor will be limited to the TWNET and servers directly related to their contract work.

i. Each agency/contractor employee associated with this contract must have a unique Department of the Army issued password and user ID. User IDs and Passwords will not be shared among employees.

j. Coordinate with USAG-M Directorate Of Information Management (DOIM) to ensure computers used by the agency/contractor are properly configured to work with TSACS and the TWNET.

1. On completion of the project/contract the agency/contractor will notify the USAG-M IASO, who will then notify the DOIM Information Assurance Team and DOIM Helpdesk, so all network, and TSACS access can be terminated.

3. POC for this action is Mr. Paul Gayan, IMNW-MIG-IMS, 586-574-5561.

(End of Clause)

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(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-17 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires offerors that are other than small businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Offerors may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars. xxx

(End of Clause)

L-18 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

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After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

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The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Clause]

L-19 52.246-4001 OFFEROR'S QUALITY ASSURANCE SYSTEM MAY/2005
 (TACOM)

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2000 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2000 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement) of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2000 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

Note: If the Government is requiring ISO 9001:2000 (untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer. The Quality System shall be identified with the submitted responses to the proposal terms and conditions.

(c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.

(d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

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SECTION M - EVALUATION FACTORS FOR AWARD
M.1 Basis of Award.

M.1.1 The Government desires to make up to three (3) awards as a result of this RFP (subject to the conditions described in M.1.2 below). The Government will select up to three (3) proposals which represent the best value to the Government as described below. Additionally, technical diversity may play a deciding role in decisions for multiple awards. For example, multiple proposals rated highly in the Program Design Factor, that offer similar approaches to each other may not be selected in favor of other lower rated, but dissimilar proposals to achieve technical diversity. When proposals non-Cost Factors are essentially equal, Cost to the Government may be controlling in determining the successful offerors, subject to program balance and technical diversity.

There are four evaluation factors: (1) Program Design, (2) Cost, (3) Past Performance and (4) Small Business Participation. The relative order of importance of these factors (and sub-factors and elements where applicable) is set forth in M.4 below.

M.1.1.1 Requirement for Facility Clearance (SECRET). Portions of the information on this program will be classified as SECRET or below. To be considered for award, offerors must have a SECRET Facility Clearance (FCL). Offerors must submit documentation indicating their facility has been granted a SECRET clearance. Offerors who are considering a subcontractor company must also submit documentation indicating that their subcontractor has obtained the necessary clearance in order to be considered for award for those subcontractors that will handle classified material. All FCL information will be verified through the Defense Security Service for all offerors and their subcontractors. Offerors without a security clearance will neither be able to discuss or access key aspects of the program that are classified nor will they be able to pass such information on to their subcontractor. Access to SECRET/SAR information will be required under the contract resulting from this RFP.

M.1.1.2 Requirement for Information System Clearances. The Government will evaluate the documentation submitted in L.8.6 confirming the offeror and subcontractors, as applicable, have facility and Information System Security clearances capable of handling, at a minimum, data and information classified SECRET prior to the close of discussions.

M.1.2 The evaluation of proposals submitted in response to this RFP shall be conducted on a source selection basis to obtain the best value to the Government. The Government seeks to award to an offeror(s) who gives the greatest confidence that it will best meet the requirements affordably, subject to technical diversity should the Government choose to select a proposal on this basis. The Government will weigh the evaluated proposal (other than the Cost Factor) against the evaluated cost to the Government. As part of the best value determination, the relative strengths, weaknesses and risks of each proposal shall be considered in selecting the offer(s) that is most advantageous and represents the best overall value to the Government.

M.2 Rejection of Offers. The Government may reject any proposal which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this RFP; or
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP requirements due to submission of a proposal which is unrealistically high or low in Cost and/or unrealistic in terms of technical or schedule commitments; or
- c. Contains any unexplained significant inconsistency between the proposed effort and Cost, which implies that the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract; or
- d. Is unbalanced as to costs. An unbalanced offer is one, which is based on Costs significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its Cost for each incrementally funded period; or
- e. Offers a product or services that do not meet all stated material requirements of the RFP; or
- f. Proposes exceptions to the attachments, exhibits, enclosures, or other RFP terms and conditions; or
- g. Is unaffordable.

M.3 Evaluation and Source Selection Process

M.3.1 Evaluation Process. Selection of the successful offeror(s) shall be made following an assessment of each proposal, based on the response to the information requested in Section L of this RFP and against the RFP requirements and the evaluation criteria described in Section M herein. Proposals will be evaluated as specified herein, to include developing narrative support for the evaluation conclusions under each Factor, Sub-factor and Element. The Government reserves the right to reject offers, in accordance with RFP provision M.2 above. An offeror, as either a prime or joint venture partner, will only be eligible for one award, regardless of the number of proposals it submits.

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M.3.1.1 The evaluation of proposals submitted in response to this RFP shall be conducted on a source selection basis utilizing a trade-off process to obtain the best value to the Government. The Government will weigh the evaluated proposal (other than the Cost Factor) against the evaluated Cost to the Government. As part of the best value determination, the relative strengths, weaknesses and risks of each proposal shall be considered in selecting the proposal(s) that are most advantageous and represent the best overall value to the Government. The Government reserves the right to make less than three (3) awards if the value of additional awards up to three (3) would offer only limited benefit to achieving program requirements or based on affordability of three (3) awards. The Government may make no contract award if it concludes that no proposal is affordable and/or offers a reasonable probability of achieving program requirements.

M.3.1.2 Source Selection Authority. The Source Selection Authority (SSA) is the official designated to direct the source selection process and select the offeror(s) for contract award.

M.3.1.3 Source Selection Evaluation Board (SSEB). A SSEB has been established by the Government to evaluate proposals in response to this RFP. The SSEB is comprised of technically qualified individuals who have been selected to conduct this evaluation in accordance with the evaluation criteria listed for this RFP. Careful, full and impartial consideration will be given to all proposals received in response to this RFP. All proposals shall be subject to evaluation by a team of Government personnel and Government contractor support personnel (L.1.3).

M.3.1.4 Award with Discussions. This RFP includes FAR Provision 52.215-1 Instructions to Offerors - Competitive Acquisition (Alternate 1) in Section L which advises that the Government intends to conduct discussions with offerors in the Competitive Range. Discussions will be conducted in accordance with FAR 15.306. Since written and oral communications are limited prior to any competitive range determination (FAR 15.306 (c)), it is vitally important that the offeror's initial proposal be complete and comprehensive.

M.3.2 Risk Assessment. The Government will assess the risks, including strengths and weaknesses, of the offeror's proposal in meeting the Governments requirements.

M.3.3 Determination of Responsibility. In accordance with FAR 9.103, contracts will be placed only with offerors that the Contracting Officer determines to be responsible, that is, those who satisfactorily demonstrate the capability to perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet the standards of responsibility as set forth in FAR 9.104. In addition, the Government may assess the offeror's financial capabilities to meet the RFP requirements. The Government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their Major Subcontractors), to aid the Contracting Officer in the evaluation of each offeror's proposal and ensure that a selected offeror is responsible. To further clarify FAR 9.104-1 (e) for determination of responsibility for this contract, an offeror must have the necessary DCMA and DCAA, as applicable, systems in place prior to contract award to perform a cost reimbursement contract. These include an approved accounting system and estimating system. In addition, an approved Earned Value Management System (EVMS) is also highly desirable. In the event the offeror's EVMS is not currently approved, the cognizant DCMA office will be contacted and the Government will make a determination as to whether or not this disqualifies the offeror. Additional requirements of responsibility for this contract are the necessary DSS Facility and Information Systems clearances. The schedule of the GCV TD program does not allow for these approvals to be obtained post award without significant risk to successful performance. No award can be made to an offeror who has been determined to be not responsible by the Contracting Officer. To make sure that you meet the responsibility criteria at FAR 9.104, we may:

- (1) arrange a visit to your plant and perform a necessary Pre-Award Survey, or
- (2) ask you to provide financial, technical, production, or managerial background information. If you dont provide us with the data we ask for within seven (7) days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you non-responsible. If we visit your facility, please make sure that you have current data relevant to your proposal available for our team to review, or
- (3) verify the documentation demonstrating the industry, DCMA and/or DCAA certifications provided in response to L.8.6 and L.8.6.1 by contacting the certifying authority or other source that may verify the certification as appropriate.

M.4 Evaluation Criteria

There are four evaluation factors:

- (i) Factor I: Program Design
- (ii) Factor II: Cost
- (iii)Factor III: Past Performance
- (iv) Factor IV: Small Business Participation.

The Program Design Factor is significantly more important than the Cost Factor. The Cost Factor is more important than the Past Performance Factor. The Past Performance Factor is slightly more important than the Small Business Participation Factor. The non-Cost

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factors when combined, are significantly more important than the Cost Factor. No evaluation credit will be given for exceeding the threshold requirements.

M.4.1 Importance of Cost. Award(s) will be made to the responsible offeror(s) whose proposal(s) represents the best value to the Government. This may not be the offeror(s) with the lowest evaluated cost. However, the closer the offerors' evaluations are in those Factors other than the Cost Factor, the more important Cost becomes in the decision. Notwithstanding the relative order of importance of the four evaluation Factors stated herein, Cost may be controlling when:

- a. proposals are otherwise considered approximately equal in the non-Cost Factors.
- b. an otherwise superior proposal is unaffordable; or
- c. the advantages of a higher rated, higher costed proposal are not considered to be worth the cost premium.

In spite of the non-Cost Factors importance relative to Cost, Cost may play a deciding role in decisions for multiple awards to achieve program balance. Examples include the following:

- a. A proposal rated higher in the non-Cost Factors, but higher cost may not be selected in favor of several lower rated, but lower Cost proposals.
- b. A combination of lower rated proposals may be selected in lieu of award of a fewer number of higher rated but higher Cost proposals.

M.4.2 Affordability. The non-Cost Factors, when combined, are significantly more important than the Cost Factor. However, no proposal or combination of proposals, no matter how highly rated, will be considered for award if unaffordable. Additionally, since the awards will be RDTE incrementally-funded contracts, contract funding must be available as required for each funding period. Proposals that require funding in advance of availability may not be considered for award.

The availability of funding for the GCV Technology Development (TD) phase for up to three (3) contracts (all contracts) for FY 10 and FY 11 is as follows:

FY10: \$54M
FY11: \$600M

With the exception of FY10, FY funding is unlikely to be available prior to 07 November of each respective fiscal year. Offerors should account for this in their execution planning and resourcing.

The more a proposal exceeds the affordability figure in the absence of cost sharing, the more it increases the risk of an offeror's proposal being assessed as unaffordable.

M.4.3 The Program Design Factor will be evaluated to assess that the offeror's proposed integrated design, maturity level, technology development level(s) and plan/schedule for program execution will meet the requirements of the GCV IFV Performance Specification (Attachment 002).

Program Design Factor (Factor 1). The Program Design Factor includes the following two (2) Sub-factors: (i) Integrated Design and (ii) Program Plan. The Integrated Design Sub-factor is more important than the Program Plan Sub-factor. Additionally, the Sub-factors are interrelated and the evaluations may address the consistency of the information provided in this Factor across the Sub-factors and Elements.

M.4.3.1 Integrated Design Sub-factor (Sub-factor 1). The offeror's proposal will be evaluated to assess the risks that the offeror's integrated design will achieve GCV IFV Performance Specification requirements on an integrated system basis. This sub-factor is divided into four elements: (i) Integrated System, (ii) Survivability, (iii) Mobility, and (iv) Open Systems Architecture & Indirect Vision. The Integrated System is more important than Survivability. Survivability is slightly more important than Mobility. Mobility is more important than Open Systems Architecture & Indirect Vision.

M.4.3.1.1 Integrated System (Element 1). For the Integrated System Element, the Government will evaluate the following considerations:

M.4.3.1.1.1 The offeror's Design Maturity Self Assessment submitted in response to L.4.1.1.1, including substantiating data requested in Attachment 024 will be evaluated to assess the risks that, based on the extent of design maturity credibly supported, the offeror will meet program requirements at the end of the GCV TD phase. The primary purposes of the substantiating data submitted for the Design Maturity Self Assessment is to document and verify the achievement and credibility of the offeror's proposed maturity level. The Government will review the substantiating data in the breadth and depth necessary to conduct its assessment of the offeror's design maturity. Offerors shall not assume that substantiating data submitted for design maturity will be considered for the other Sub-factors and Elements of the proposal. However, the Government, in its sole discretion, reserves the right to utilize the design maturity substantiating data in other areas of the evaluation within the Program Design Factor.

M.4.3.1.1.2 The offeror's Technology Readiness Level Self Assessment Form and Product Structure provided in response to L.4.1.1.2 and

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L.4.1.1.2.1, respectively, will be evaluated to assess the risks that, based on the extent of technology readiness level (TRL) credibly supported, the offeror will meet program requirements at the end of the GCV TD phase. The primary purpose of the substantiating data submitted for the Technology Readiness Level Self Assessment Form is to document and verify the credibility of the offeror's proposed TRLs. The Government will review the substantiating data in the breadth and depth necessary to conduct its assessment of the offeror's TRL. Offerors shall not assume that substantiating data submitted for TRL will be considered for the other Sub-factors and Elements of the proposal. However, the Government, in its sole discretion, reserves the right to utilize the TRL substantiating data in other areas of the evaluation within the Program Design Factor.

M.4.3.1.1.3 The offeror's information submitted in response to L.4.1.1.3, L.4.1.1.3.1 (a)-(d) and L.4.1.1.2.1 will be evaluated to assess the risks that the offeror's integrated design:

- (a) Allocates weight for all major subsystems as indicated in the offeror's Product Structure and that the weight is consistent with the vehicle performance predictions as well as the ability to support growth (flexibility & expansion) requirements as defined in Attachment 025.
- (b) Allocates weight for one (1) three-person crew and nine-person Infantry squad wearing personal Land Warrior 2 gear as defined in Attachment 025.
- (c) Allocates weight for GCV Stowage list items, as defined in Attachment 15 and specified in Attachment 025.
- (d) Meets the transportability weight requirement as defined in Attachment 025.

M.4.3.1.1.4 The offeror's information submitted in response to L.4.1.1.3 and L.4.1.1.3.1 (e) will be evaluated to assess the risks that the offeror's integrated design:

- (a) Allocates space for all subsystems as indicated in the offeror's Product Structure to include space allowing for sway space, cables, hydraulic lines and other interfaces required for operation, space for access for remove/replace actions at LRU level as well as the ability to support growth (flexibility & expansion) requirements as defined in Attachment 25 and that the space is consistent with the vehicle performance predictions.
- (b) Allocates space for one (1) three-person crew and nine-person Infantry squad wearing personal Land Warrior 2 gear as defined in Attachment 025.
- (c) Allocates space for GCV Stowage list items, as defined in Attachment 015 and specified in Attachment 025.
- (d) Meets the transportability space requirement as defined in Attachment 025.
- (e) Meets the disassembly/assembly transportability time as defined in Attachment 025.

M.4.3.1.1.5 The offeror's CAD Model as well as the narrative and intervisibility/interference plots submitted in response to L.4.1.1.3 and L.4.1.1.4, respectively, will be evaluated to assess the risks that the placement of weapons, sensors, communications and survivability subsystems meet the rooftop deconfliction requirements for Fields of View/Fields of Regard, elevation/depression angles, and ground intercepts as defined in Attachment 025.

M.4.3.1.1.6 The offeror's information and CAD Model submitted in response to L.4.1.1.3 will be evaluated to assess the risks that the design approaches in the following MANPRINT considerations do the following: meet emergency egress requirements; have hatches clear with turret/gun swept volume; provide crew/dismounted squad accommodations adequate for operation by the central 90% soldier population wearing Land Warrior 2 gear; and the crew station displays and controls space claims are consistent with the vehicle capability requirements as defined in Attachment 025.

M.4.3.1.2 Survivability (Element 2) The offeror's information submitted in response to L.4.1.2.1 will be evaluated to assess the risks that the offeror's integrated design will meet the Survivability ballistic protection, vulnerability and hit avoidance requirements in Attachment 025. There will be no inherent advantage to the offerors that select the Army Active Protection System and Army armor solutions. Each solution will be evaluated on its own merits.

M.4.3.1.3 Mobility (Element 3) The offeror's information submitted in response to L.4.1.3.1 will be evaluated to assess the risks that the offeror's integrated design:

- (a) Meets the Mobility requirements in Attachment 025. The overall vehicle size and weight will be assessed for conformance to an acceptable design practice of an L/T ratio of 1.2 to 1.8 (no distinction will be drawn for L/T ratios between 1.2 and 1.8).
- (b) Has realistic power consumption estimates that account for all major subsystems as indicated in the offeror's Product Structure submitted in response to L.4.1.1.2.1 consistent with the vehicle performance analyses and the sizing of the proposed power generation system to include power growth (flexibility & expansion) requirements in Attachment 025.
- (c) Provides realistic cooling/heat rejection estimates that account for all major subsystems as indicated in the offeror's Product

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Structure consistent with the vehicle performance analyses and the sizing of the vehicle cooling system to include cooling growth (flexibility & expansion) in requirements in Attachment 025.

M.4.3.1.4 Open Systems Architecture & Indirect Vision (Element 4)
M.4.3.1.4.1 Open Systems Architecture
The offeror's information submitted in response to L.4.1.4.1.1 and L.4.1.4.1.2 will be evaluated to assess the risks that the offeror's proposed approach for the GCV IFV Electronics/Computing and Software architectures and architecture description will meet SOW Paragraph C.20.4 and provides for growth (flexibility & expansion) as required in Attachment 025.

M.4.3.1.4.2 Indirect Vision
The offeror's information submitted in response to L.4.1.4.2.1 will be evaluated to assess the risks that the offeror's integrated design will meet the Indirect Vision and Indirect Vision growth (flexibility & expansion) requirements identified in Attachment 025.

M.4.3.2 Program Plan Sub-factor (Sub-factor 2). The Program Plan Sub-factor includes the following two (2) Elements: (i) Integrated Master Plan/Integrated Master Schedule/Performance Measurement Baseline (IMP/IMS/PMB) and (ii) Unit Production Cost Management Plan. The IMP/IMS/PMB is significantly more important than the Unit Production Cost Management Plan.

M.4.3.2.1 IMP/IMS/PMB (Element 1). The Government will evaluate the risks that the offeror will achieve program requirements at the conclusion of GCV TD phase (27 months after contract award), based on the below considerations. The Governments risks assessment will include consideration of the traceability between the below considerations and the proposed cost of the TD contract as proposed in the Cost Factor Volume of the offeror's proposal.

- (a) The realism, credibility and completeness of the offeror's proposed IMP submitted in response to L.4.2.1.1, including the offeror's proposed Systems Engineering approach in the form of requirements analysis, design description documentation, architectural descriptions, performance analysis, trade studies, modeling and simulation, hardware/software integration, SILs and Vehicle integration and other design artifacts for the GCV TD phase indicates that the offeror can credibly meet the GCV Preliminary Design Review (PDR) 18 months after contract award and is also inclusive of the work required in the TD and EMD phases up to the first prototype vehicle delivery per the GCV IFV Program Schedule (Attachment 008)
- (b) The realism, credibility and completeness of the offeror's proposed IMS submitted in response to L.4.2.1.2. The IMS shall be evaluated to assess the extent to which the full Statement of Work and the development plan as expressed in the IMP is captured through the end of the TD Phase.
- (c) The realism, credibility, completeness of the offeror's proposed PMB to include resource loading, as submitted in response to L.4.2.1.3. The PMB shall be evaluated to assess the extent to which the full Statement of Work and the development plan as expressed in the IMP and IMS is captured through the end of the GCV TD Phase.

M.4.3.2.2 Unit Production Cost Management Plan (Element 2). The Government will evaluate the risks of the completeness and effectiveness of the offeror's unit production cost management plan based on the offeror's submitted unit production cost estimate to assess their capability to understand, estimate and control costs in meeting SOW C.4.5. In making this assessment, the Government will use the offeror's unit production cost estimate only to evaluate this plan.

M.4.4 Cost Factor (Factor 2).
M.4.4.1 Proposal Evaluation

The offeror's proposal shall be evaluated as an assessment of the most probable cost to the Government based on an evaluation of the realism and reasonableness of the offeror's proposed cost and fee. Affordability will also be considered. The Defense Contract Audit Agency (DCAA) and/or Defense Contract Management Agency (DCMA) may be requested to verify rates and projections. A financial capability risk assessment may be performed as well.

- a. Cost Realism: The Government shall evaluate realism by independently reviewing and evaluating the specific elements of the offeror's proposed cost estimate to determine whether the cost accurately reflects the offeror's proposed effort to meet program requirements and objectives. The result of the realism evaluation will be a determination of the most probable cost to the Government of performance for the offeror. The most probable cost may differ from the proposed cost. The most probable cost, rather than the proposed cost, shall be used in the evaluation to determine best value. The most probable cost will be determined by adjusting the offeror's proposed cost to reflect any additions or reductions to cost elements to realistic levels based on the results of the cost realism analysis. If an offeror proposes Cost Sharing, the evaluated cost used for trade-off purposes will be the most probable cost to the Government.
- b. Cost Reasonableness: The Government shall evaluate the reasonableness of the offeror's proposed cost and fee in accordance with the definition in FAR 31.201-3. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
- c. Total Evaluated Cost: The Government will evaluate offerors for award by adding the total most probable cost for all CLINs in the RFP, as adjusted by any Government Cost Realism adjustments, to determine a total most probable cost and fee (subject to the cost sharing language in paragraph "a" above).

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d. Cost Sharing Risk Assessment: If an offeror proposes Cost Sharing, the Government may do a risk assessment of whether such a cost sharing arrangement would pose an unacceptable risk of performance.

M.4.5 Past Performance Factor (Factor 3).

M.4.5.1 The Past Performance Factor will assess the risks associated with the probability that the offeror will successfully perform the contract requirements, within estimated costs, based on the offeror's and Subcontractors record of past performance on recent and relevant contracts. The offeror may also be evaluated based on other internal Government or private source information. In this regard, the Government may utilize the Contract Performance and Rating System (CPARS) to search for recent and relevant offeror performance and ratings.

M.4.5.2 Unknown Risk: offerors without a record of recent and relevant past performance will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

M.4.6 Small Business Participation Factor (Factor 4).

M.4.6.1 The Government will evaluate the extent of first-tier small business participation (in terms of the offeror's proposed Total Estimated Contract Cost) which the offeror credibly proposes to subcontract to U.S. small business (SB) concerns (including (SB, SDB, WOSB, HUBZone SB, VOSB, SDVOSB and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern, for NAICS code 336992, will also be considered small business participation.

M.4.6.2 The evaluation will consist of the following:

a. The extent to which the proposal identifies participation by U.S. small business concerns to achieve the Governments SB subcontracting goals (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the offeror's proposed Total Estimated Contract Cost. The Governments subcontracting goals for small business participation are:

20% for SBs
2% for SDBs
2% for WOSBs
1.3% for HubZone SBs
1.3% for VOSBs
1.3% for SDVOSBs

b. An assessment of the realism that the offeror will achieve the levels of small business participation identified in the proposal. This assessment will be based on an assessment of the offeror's proposed small business participation approach and the probability that the offeror will satisfy commitments and requirements, on the instant contract, based upon the extent of satisfaction of FAR 52.219-8 and/or FAR 52.219-9 (as applicable) commitments on prior contracts.

*** END OF NARRATIVE M0001 ***

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VFDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.